

# **RICHLAND COUNTY**

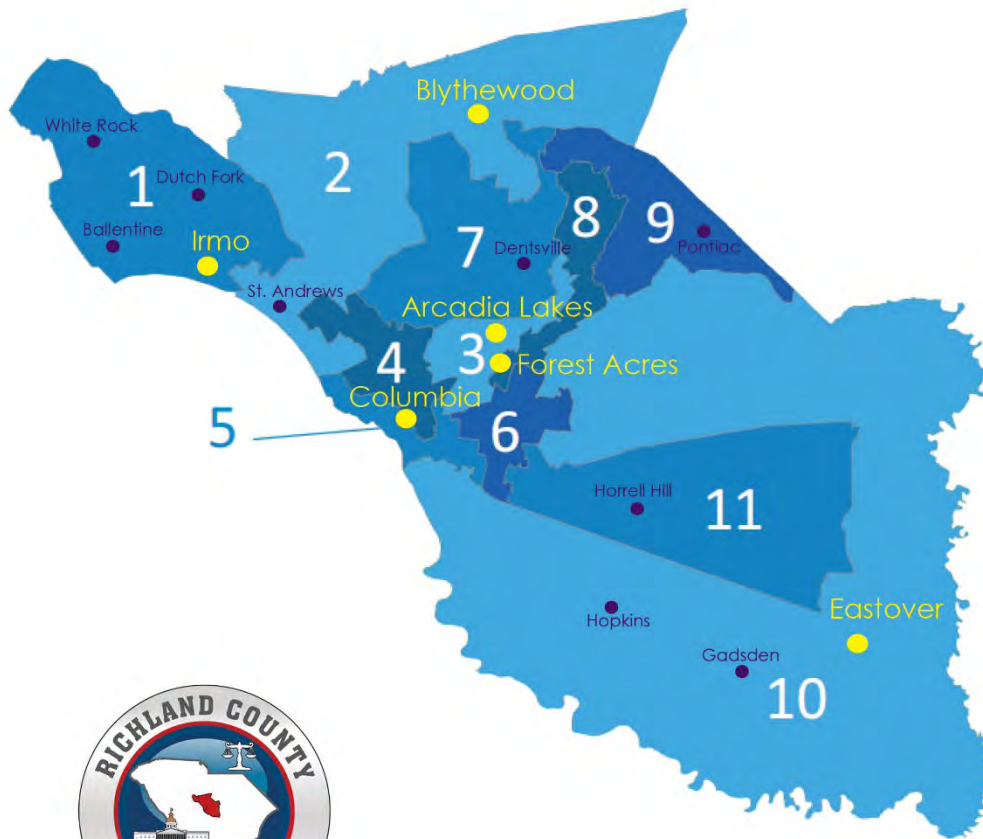
## **COUNTY COUNCIL AGENDA**



**Tuesday, NOVEMBER 14, 2017**

**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  
November 14, 2017 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson,  
Chair Richland County Council
2. **INVOCATION** The Honorable Calvin "Chip" Jackson
3. **PLEDGE OF ALLEGIANCE** The Honorable Calvin "Chip" Jackson
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
  - a. Regular Session: November 7, 2017 [PAGES 10-24]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith, County Attorney
  - a. Contractual Matter: Communications
7. **CITIZENS' INPUT**
  - a. For Items on the Agenda Not Requiring a Public Hearing
8. **REPORT OF THE COUNTY ADMINISTRATOR** Gerald Seals, County Administrator
  - a. Financing Recommendations
  - b. Richland County Historical Resources Guide
  - c. Fire Service Contract Update [PAGES 25-54]
9. **REPORT OF THE CLERK OF COUNCIL** Kimberly Williams-Roberts, Assistant

- a. REMINDER: St. Andrews Library Grand Opening,  
November 15, 10:00 AM - 12 Noon, 2916 Broad River  
Road

**10. REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

- a. Midlands Technical College Ribbon Cutting

**11. OPEN/CLOSE PUBLIC HEARING**

- a. Authorizing (1) the execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the "County"), and Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils L.L.C., acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), in connection with certain additional investment to be located in the County; and (2) other matters related thereto

**12. APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. 17-017MA  
Larry S. Umberger  
GC and RM-MD to OI (2.06 & 1.6 Acres = 3.66 Acres  
Total)  
2605 Seminole Road  
TMS # R06015-04-03 & 06 [THIRD READING]  
[PAGES 55-56]
- b. 17-018MA  
James Huggins  
GC to LI (4 Acres)  
Dutch Fork Road  
TMS #R02408-02-04 [THIRD READING] [PAGES 57-  
58]
- c. 17-020MA  
Jimmy L. Thompson  
RR to RU (22.79 Acres)  
510 Koon Store Road  
TMS #R12110-01-14 [THIRD READING] [PAGES 59-  
60]
- d. 17-024MA  
Inga Brooks  
RS-HD and NC to GC (1.01 Acres)  
4120 Bluff Road  
TMS #R13509-02-36, 37, & 38 [THIRD READING]

[PAGES 61-62]

- e. 17-030MA  
Thomas O. Milliken  
RU and OI to GC (50.54 Acres)  
Legrand Road  
TMS #R17110-02-02, 03, 05; R17113-01-19; R17113-09-02; R17114-01-10, 11, 13; R17109-04-01 [THIRD READING] [PAGES 63-64]
- f. 17-031MA  
Thomas O. Milliken  
RU and OI to RS-MD (72.6 Acres)  
Legrand Road  
TMS #R17110-02-01; R17111-02-01 & 04 [THIRD READING] [PAGES 65-66]
- g. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new Flood Insurance Rate Map [THIRD READING] [PAGES 67-90]

### **13. THIRD READING ITEMS**

The Honorable Joyce Dickerson

- a. An Ordinance Amending the "2015 Richland County Comprehensive Plan - Putting the Pieces in Place", adopted on March 17, 2015, by incorporating the "Capital City Mill District Area and Corridor Plan" into the plan [PAGES 91-92]
- b. Authorizing the execution and delivery of an amendment to the July 28, 2009 Fee Agreement effecting a conversion of that certain lease agreement dated as of December 15, 1999 between Unum Group, Colonial Life & Accident Insurance Company, and Unum Life Insurance Company of America, and Richland County, South Carolina; and other related matters [PAGES 93-100]
- c. Authorizing the execution and delivery of an amendment to a 2014 Fee Agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc. to provide for certain infrastructure credits; and other related matters [PAGES 101-108]
- d. An Ordinance allowing for the temporary waiver of building permit fees and plan review fees for homeowners, contractors, and "Volunteer Organizations Active in Disaster" (VOAD's), and allowing for the temporary waiver of business license fees for contractors and "Volunteer Organizations Active in Disaster"

**14. SECOND READING ITEMS**

The Honorable Joyce Dickerson

- a. An Ordinance authorizing the issuance and sale of not exceeding \$240,000,000 General Obligation Bond, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the 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 111-145]
- b. Authorizing (1) the execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the "County"), and Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils L.L.C., acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), in connection with certain additional investment to be located in the County; and (2) other matters related thereto [PAGES 146-158]
- c. Authorizing the execution and delivery of a fee-in lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Charter Nex Films, Inc. to provide for payment of a fee-in lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 159-196]

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

The Honorable Bill Malinowski

**16. NOTIFICATION OF APPOINTMENTS**

- a. Historic Columbia - 1
  - 1. Gary Gabel [PAGES 197-198]
- b. East Richland Public Service Commission - 1
  - 1. Thad A. Timmons, Jr. [PAGES 199-200]
- c. Central Midlands Regional Transit Authority (CMRTA) - 1
  - 1. Jacqueline U. Boulware [PAGES 201-203]
- d. Building Codes Board of Appeals – (2) (One applicant must be from Architecture Industry and One from the

Contractor Industry)

1. Wade M. Carlisle [PAGES 204-205]

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

- a. I move that Council's standing Rules and Appointments Committee study the possibility of electronic voting. This would include due diligence of best practices generally and specifically models utilized by other South Carolina counties. Additionally, the South Carolina House of Representatives' process should be considered as it was presented as a model when Council voted to have on the record voting like the House did. Recommendations of the Committee should then be brought to Council for consideration and possible action [MANNING and C. JACKSON]
- b. I move that 2020 Hampton Street discontinue the practice of scheduling meeting for Council members at the same time [MANNING]

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

- a. Ordinance Change/Project Prioritization
- b. Atlas Road Widening Project: Right of Way Acquisition
- c. Broad River Road Widening Service Order Approval
- d. Three Rivers Greenway: Riverbanks Zoo Agreement
- e. Southeast Richland Neighborhood Project: Design
- f. Hulon Lane Roadway Improvements: Mitigation Credit Sales
- g. Resurfacing Package I
- h. Program Interns: Overview

**19. REPORT OF THE DIRT ROAD AD HOC COMMITTEE**

- a. Recommendations from November 14, 2017 Meeting

The Honorable Norman Jackson

**20. CITIZENS' INPUT**

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

**21. MOTION PERIOD**

- a. Have the Administrator and EMS Director explore the possibility of a public/private relationship for EMS services in Richland County. The Honorable Bill Malinowski
  
- b. Determine if a cost savings can be obtained by leasing certain technical equipment versus purchase The Honorable Bill Malinowski
  
- c. That the Open Space Ordinance/Regulation be revisited and changed so that only true Open Space in a development is used for a density bonus. Currently any land not usable, such as ponds, wetlands, streams, ravines and the like are attributed to open space when they can't be built on anyway, so no credit should be given for these items. The Honorable Bill Malinowski
  
- d. In future housing development or construction, houses built must be at a safe distance to prevent the transfer of being affected by fire. Fire retardant materials must be used or a safe distance must be developed separating the houses. The Honorable Norman Jackson
  
- e. Richland County develop a water distribution system for the unincorporated area. Staff develop a master plan and report to Council on the feasibility The Honorable Norman Jackson

**22. ADJOURNMENT**





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



## Richland County Council

SPECIAL CALLED MEETING  
November 7, 2017 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Gerald Seals, Brandon Madden, Jamelle Ellis, Tracy Hegler, Beverly Harris, Sandra Yudice, Michelle Onley, Brad Farrar, Shahid Khan, Stacey Hamm, Ismail Ozbek, Jennifer Wladischkin, Pam Davis, Dwight Hanna, Ashiya Myers, Terry Wise, Larry Smith, Roger Sears, Tony Edwards, Ashley Powell, Shane Kitchens, James Hayes, and Kimberly Willams-Roberts

**CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00 PM.

**INVOCATION** – The invocation was led by the Honorable Greg Pearce

**PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Greg Pearce

Mr. Malinowski stated Chairwoman Dickerson was in Washington, DC attending National county meetings and meeting with other elected officials.

### **APPROVAL OF MINUTES**

- a. Special Called Meeting: September 12, 2017 – Mr. N. Jackson moved, seconded by Mr. Pearce, to approve the minutes as distributed.

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

The vote in favor was unanimous.

- b. Regular Session: October 17, 2017 – Mr. N. Jackson moved, seconded by Mr. Pearce, to approve the minutes as distributed.

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

The vote in favor was unanimous.

- c. Zoning Public Hearing: October 24, 2017 – Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the minutes as distributed.

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

The vote in favor was unanimous.

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

Mr. Seals stated Jdg. Simons requested to introduce an item related to the Decker Center under the Report of the County Administrator.

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

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

The vote in favor was unanimous.

**REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated there were no items for Executive Session.

**CITIZENS INPUT: For Items on the Agenda Not Requiring a Public Hearing** – No one signed up to speak.

**REPORT OF THE COUNTY ADMINISTRATOR**

- a. Project A Update – Mr. Seals stated Council Memorandum 11-2, which includes the financing mechanisms related to Project A, has been provided to Council. This will provide Council an opportunity to first read the report prior to attending one of the established work sessions. At the work sessions, Council will receive a complete and thorough debriefing. He further requested that this be slated for the Council meeting on November 14<sup>th</sup>.
- b. Total Rewards Vendor – Mr. Seals stated this matter concerns the Comp & Class Study. Proposals were received from two (2) vendors: Conduit Consulting and People and Pay Consulting. Council is requested to authorize negotiation, and upon the successful negotiation, then award a contract with the highest ranked offeror in response to the request for proposal. Per the procurement ordinance, there is a team that is established that represents a cross section of County employees and will be conducting the independent evaluations. In order for us to stay on track and keep our promise to Council and employees to complete the study by April 2018, this item is being brought to Council to expedite the process. The expedited process is provided for in the County's procurement. As you are aware, cost is not before Council because this is a negotiation and is kept confidential until after the award. RFPs are a negotiated process and if the negotiations fail, in terms of the highest offeror or the one receiving the highest ranking, then the County would make the decision whether or not it would go to the next highest ranker offeror. In effect, to do this right, we do not want to show our hand too early. If Council is uncomfortable, there is an option to designate a not to exceed; therefore, we would abide by that. What is important for Council to remember is the funding for the study is a part of the First Year of Biennium Budget I. Although it would be inappropriate to give that number out while negotiations are ongoing. Again, the request is for Council to approve staff entering into negotiations and render the negotiations complete. The item will be brought back to Council.

Mr. Livingston stated for clarification there is money in the budget for this item.

Mr. Seals responded in the affirmative.

Mr. Livingston inquired if the negotiated amount is beyond the budgeted amount will it be brought back to Council.

Mr. Seals responded in the affirmative.

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Mr. Livingston inquired as to where the companies are located.

Mr. Malinowski stated while the Administrator has requested Council's permission to move forward on this, do we need a motion before there is discussion.

Mr. Smith stated Mr. Livingston is only asking for information at this point; therefore, a motion is not necessary until Council is ready to proceed with a vote.

Mr. Seals stated this was a national solicitation and two (2) firms responded. One of the firms is based in Illinois and the other is based in New Jersey.

Mr. N. Jackson moved, seconded by Mr. Livingston, to proceed with the Administrator's recommendation.

Mr. Rose stated for clarification we are proceeding with staff's recommendation.

Mr. Malinowski responded in the affirmative.

Mr. Pearce requested the motion be restated.

Mr. N. Jackson stated the Administrator would like Council's permission to move forward with negotiations and bring back information to Council.

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

The vote in favor was unanimous.

- c. Jdg. Simons' Decker Center Report – Jdg. Simons stated he provided Council members with a copy of a presentation entitled "From Strip Mall to Courthouse: Bringing Justice to the Community". The project was submitted to the AIA (Architectural Institution of America) by the architectural firms, Carter Goebel and Boudreaux Group, which designed and did the work on the building. The project was discussed at AIA's Fall Conference. They felt the project had a lot of unique characteristics you do not find in courthouses. One is the fact a strip mall was converted to a first-class courthouse with the Sheriff's substations, community room, and that the community is able to hold festivals in the parking lot. Additionally, the way the roof was constructed to ensure the water is not wasted, but is used for irrigation.

**POINT OF PERSONAL PRIVILEGE** – Mr. Manning thanked everybody for their contribution to the project. In addition, he stated he was curious when Richland County is going to be on the cover of the SCAC Focus magazine.

Mr. Pearce stated he will take care of that on the County's behalf.

#### **REPORT OF THE CLERK OF COUNCIL**

- a. Reopening Richland Library – St. Andrews Branch, November 15<sup>th</sup>, 10:00 AM – Noon, 2916 Broad River Road – Ms. Roberts reminded Council of the Re-opening of the Richland Library's - St. Andrews Branch on November 15<sup>th</sup> at 10:00 a.m.
- b. REMINDER: Midlands Technical College Annual Oyster Roast & Shrimp Boil, November 9<sup>th</sup>, 6:00 – 8:00 PM, MTC Northeast Campus – Ms. Roberts reminded Council of the Midlands Technical College's

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Annual Oyster Roast & Shrimp Boil on November 9<sup>th</sup> at 6:00 PM at the Midlands Technical College's Northeast Campus.

- c. November Council and Committee Meetings – Ms. Roberts reminded Council of the remaining November meeting dates.
  - 1. November 14 – Special Called Meeting
  - 2. November 16 – D&S and A&F Committee Meetings & Zoning Public Hearing
- d. Recreation Commission Final Executive Director Candidates Meet & Greet, November 9, 5:00 – 5:30 PM, Parklane Adult Activity Center, 7494 Parklane Road – Ms. Roberts reminded Council of the Recreation Commission's Final Executive Director Candidates Meet & Greet on November 9<sup>th</sup> at 5:00 PM at the Parklane Adult Activity Center.
- e. Midlands Business Alliance, November 9, 5:30 PM, Riverbanks Zoo – Mr. Pearce informed Council of an invitation to the Midlands Business Alliance event. He stated Council members were sent individual invitations and not the Clerk's Office; therefore, it was not on Council's master calendar.

#### **REPORT OF THE CHAIR**

- a. SC Alliance Conference with Congressional Delegation – Mr. Malinowski stated he mentioned that Chairwoman Dickerson was in Washington, DC at the beginning of the meeting.

#### **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance authorizing a quit claim deed to David Hodge for a parcel of land located in Richland County, known as a portion of the Olympia Alleyways, and abutting TMS # 08815-04-02 – No one signed up to speak.
- b. An Ordinance Authorizing Richland County to grant, without charge, to South Carolina Electric and Gas Company ("SCE&G") a permanent easement in certain real property near the intersection of Farrow and Pisgah Church Roads in Richland County, being approximately 0.32 acre to be acquired by Richland County from the South Carolina Department of Disabilities and Special Needs ("DDSN") and the South Carolina Department of Administration ("DOA") for the purpose of relocating, constructing, maintaining, providing and otherwise operating electrical utility services, all in furtherance of a transportation improvement project for the Transportation Penny Program – No one signed up to speak.
- c. An Ordinance Authorizing the conveyance by quitclaim deed of all right, title, and interest that the County of Richland may have, if any, in certain real property near the intersection of Bluff Road and Rosewood Drive, in the City of Columbia, County of Richland, for purposes of identifying and establishing the property boundary lines between the private property with a physical address of 711 Bluff Road and the public property of Rosewood Drive and Bluff Road and thereby finalizing a proposed settlement with landowner concerning the pending condemnation action bearing Civil Action No. 2016-CP-40-046541 related to the transportation improvement project generally known as the Bluff Road Widening Project – No one signed up to speak.
- d. An Ordinance Authorizing the re-direction and expenditure of unspent proceeds of certain of the County's bond issues; and other matters relating thereto – No one signed up to speak.
- e. An Ordinance allowing for the temporary waiver of building permit fees and plan review fees for

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homeowners, contractors, and “Volunteer Organizations Active in Disaster” (VOADs), and allowing for the temporary waiver of business license fees for contractors and “Volunteer Organizations Active in Disaster” – No one signed up to speak.

- f. Authorizing the execution and delivery of an amendment to the July 28, 2009 Fee Agreement effecting a conversion of that certain lease agreement dated as of December 15, 1996 between Unum Group, Colonial Life & Accident Insurance Company, and Unum Life Insurance Company of America, and Richland County, South Carolina; and other related matters – No one signed up to speak.
- g. Authorizing the execution and delivery of an amendment to a 2014 Fee Agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc. to provide for certain infrastructure credits; and other related matters – No one signed up to speak.

#### **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance authorizing a quit claim deed to David Hodge for a parcel of land located in Richland County, known as a portion of the Olympia Alleyways, and abutting TMS # 08815-04-02 [THIRD READING]
- b. An Ordinance Authorizing Richland County to grant, without charge, to South Carolina Electric and Gas Company (“SCE&G”) a permanent easement in certain real property near the intersection of Farrow and Pisgah Church Roads in Richland County, being approximately 0.32 acre to be acquired by Richland County from the South Carolina Department of Disabilities and Special Needs (“DDSN”) and the South Carolina Department of Administration (“DOA”) for the purpose of relocating, constructing, maintaining, providing and otherwise operating electrical utility services, all in furtherance of a transportation improvement project for the Transportation Penny Program [THIRD READING]
- c. An Ordinance Authorizing the conveyance by quitclaim deed of all right, title, and interest that the County of Richland may have, if any, in certain real property near the intersection of Bluff Road and Rosewood Drive, in the City of Columbia, County of Richland, for purposes of identifying and establishing the property boundary lines between the private property with a physical address of 711 Bluff Road and the public property of Rosewood Drive and Bluff Road and thereby finalizing a proposed settlement with landowner concerning the pending condemnation action bearing Civil Action No. 2016-CP-40-046541 related to the transportation improvement project generally known as the Bluff Road Widening Project [THIRD READING]
- d. 17-017MA, Larry S. Umberger, GC and RM-MD to OI (2.06 & 1.6 Acres = 3.66 Acres Total), 2605 Seminole Road, TMS # R06015-04-03 & 06 [SECOND READING]
- e. 17-018MA, James Huggins, GC to LI (4 Acres), Dutch Fork Road, TMS # R02408-02-04 [SECOND READING]
- f. 17-020MA, Jimmy L. Thompson, RR to RU (22.79 Acres) 510 Koon Store Road, TMS #R12110-01-14 [SECOND READING]
- g. 17-024MA, Inga Brooks, RS-HD and NC to GC (1.01 Acres), 4120 Bluff Road, TMS #R13509-02-36, 37 & 38 [SECOND READING]
- h. 17-030MA, Thomas O. Milliken, RU and OI to GC (50.54 Acres), Legrand Road, TMS # R17110-02-02, 03, 05; R17113-01-19; R17117-01-10, 11, 13; R17109-04-01 [SECOND READING]

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- i. 17-031MA, Thomas O. Milliken, RU and OI to RS-MD (72.6 Acres), Legrand Road, TMS # R17110-02-01; R17111-02-01 & 04 [SECOND READING]
- j. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new Flood Insurance Rate Map [SECOND READING]
- k. An Ordinance Amending the “2015 Richland County Comprehensive Plan – Putting the Pieces in Place”, adopted on March 17, 2015, by incorporating the “Capital Mill District Area and Corridor Plan” into the plan [SECOND READING]

Mr. N. Jackson moved, seconded by Ms. Myers, to approve the consent items.

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

The vote in favor was unanimous.

**ORDINANCES – THIRD READING**

- a. An Ordinance authorizing the re-direction and expenditure of unspent proceeds of certain of the County’s bond issues; and other matters relating thereto – Mr. N. Jackson moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski inquired if the dollar amounts provided to Council for the different groups were included in the budget and we are receiving the funds from the excess of the bonds and is not coming out of the General Fund.

Mr. Seals responded in the affirmative and the information was provided to Council through the Administrator’s Report.

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

Opposed: Malinowski and Manning

The vote was in favor.

**ORDINANCES – SECOND READING**

- a. Authorizing the execution and delivery of an amendment to the July 28, 2009 Fee Agreement effecting a conversion of that certain lease agreement dated as of December 15, 1996 between Unum Group, Colonial Life & Accident Insurance Company, and Unum Life Insurance Company of America, and Richland County, South Carolina; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of an amendment to a 2014 Fee Agreement by and between Richland County, South Carolina the Ritedose Corporation and TRC Propco, Inc. to provide for certain

infrastructure credits; and other related matters – Mr. Livingston moved, seconded by Mr. C. Jackson, to approve this item.

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

The vote in favor was unanimous.

- c. An Ordinance allowing for the temporary waiver of building permit fees and plan review fees for homeowners, contractors, and “Volunteer Organizations Active in Disaster” (VOADs), and allowing for the temporary waiver of business license fees for contractors and “Volunteer Organizations Active in Disaster” – Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

### **ORDINANCES – FIRST READING**

- a. An Ordinance authorizing the issuance and sale of not exceeding \$ ----- General Obligation Bond, Series 2018A, or such other appropriate series designation of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the 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 – Mr. Livingston moved, seconded by N. Jackson, to approve \$240,000,000 in General Obligation Bonds.

Mr. Pearce stated it was his impression the amount should be \$250 million and not \$240 million.

Mr. Livingston stated he would be fine with \$250 million too, but he went with \$240 million based on his conversations and observations.

Mr. N. Jackson stated he did not know this was related to the penny. He inquired if there was a motion to bring this item to Council.

Mr. Smith stated this item was taken up in Executive Session and bond counsel was present to brief Council members. At the September 12<sup>th</sup> Council meeting this item was taken for First Reading and failed. At the subsequent meeting, a motion was made to reconsider the item and was then deferred to the November 7<sup>th</sup> Council meeting.

Mr. N. Jackson inquired if items usually go to committee first or was the motion to just take it to First Reading without going to committee.

Mr. Smith stated this particular item did not go through a committee, but a Special Called meeting was held to discuss this item in detail. If you recall, the majority of that meeting occurred in Executive Session.

Mr. Malinowski stated it was his understanding this item was taken up by the Transportation Ad Hoc Committee and was forwarded to Council.

Mr. N. Jackson inquired if it is a General Obligation bond and if the Penny can be General Obligation bonds.



Ms. Heizer stated in the November 2012 successful referendum there was a specific question to authorize the issuance of not to exceed \$450 million of General Obligation bond to be paid from the penny. So this is referendum approved, General Obligation debt, which does not count against the County's 8% constitutional debt limit. We will all have to have a very high comfort level before these bonds are issued that there will be enough penny revenue every year to make the debt service payment, so there would never be a realistic possibility that millage would have to be on. Technically, they are General Obligation bonds, but they are intended to be paid solely from penny revenue.

Mr. N. Jackson inquired if we are certain we have the annual revenue available to handle a \$240 million bond.

Ms. Heizer stated numbers have been run that would indicate there is enough revenue. Before the bonds are issued there would be an opportunity for Council to see the proposed debt service detail and be comfortable with it. She noted the concern about the availability of the revenue relates to ongoing litigation. The plan is for the bonds to be sold sometime the first part of February. As a practical matter, if you choose to go forward tonight, there would be opportunities, and counsels' responsibility, to update Council so the bonds are not sold unless they have the comfort that the revenue is going to be there and satisfied with the debt service schedule.

Mr. Manning requested clarification that Council is only moving ahead on First Reading and not making the final decision tonight.

Mr. Cromartie responded in the affirmative.

Mr. Manning requested clarification that Mr. Livingston's motion is for "up to" \$240 million.

Mr. Livingston responded in the affirmative.

Mr. Manning stated that amount can be modified on Second or Third Reading. He further stated he did not know if Mr. Livingston had an opportunity to study Council Memorandum 11-1, which had a figure of \$311 million. It appears the \$311 million figure was the Administrator's recommendation to Council. He requested to reserve the right to look at the document more deeply.

Mr. Seals stated he appreciates the fact Council is going to look at the memorandum; however, it needs to be noted the Administrator has not made a recommendation. And will not. He stated he was requested to provide Council with options and the consequences of those options.

Mr. C. Jackson stated the Administrator is not making a recommendation. It sounds like the bond attorneys are not making a recommendation. Is there anyone making a recommendation or are we going to assume the sole responsibility of this is coming from Council?

Mr. Seals stated there have been a variety of issues placed before Council. We could easily say the \$250 million was a PDT recommendation, but we recently became aware the PDT does not necessarily agree with that. The Acting Director of Transportation was requested to prepare a drawdown schedule, which is what it would take to satisfy a certain level of funding. The total provided was \$311 million. The 3<sup>rd</sup> option is pay as you go. He further stated his understanding of Council's direction was to respond to the three options and provide their consequences. Therefore, he did not direct staff to give any recommendations and he is not making any recommendations. Mr. Manning stated County staff is not making a recommendation. The PDT made a recommendation, but they disagree with themselves. It is his understanding the bond attorneys are not going to make a recommendation, but he has not heard from the financial advisor. He inquired if

they would make a recommendation.

Mr. Seals responded it would not be appropriate for the financial advisor to do that. If it is Council's wishes and direction the recommendation would come from the Administrator. He stated he is not providing a recommendation because he did not believe that was his assignment.

Ms. Myers stated there are experts on staff and they have evaluated what has been submitted by the PDT. It would help her immensely to have a recommendation from staff.

Ms. McBride stated this was discussed at the Special Called meeting and the Transportation Ad Hoc Committee meeting. It is her understanding there is a time element we are dealing with and this is First Reading, so we have an opportunity to come back and make changes.

Mr. Malinowski stated it is his understanding we have until December to come in with a final recommendation.

Ms. Heizer stated that is correct. One thing she wished to point out is that this item requires a public hearing and it is bond counsel's recommendation you do not increase the amount to be borrowed after the public hearing.

Mr. Pearce stated he is concerned about Ms. Heizer's previous comments regarding the pending litigation in the Supreme Court.

Ms. Heizer stated the Supreme Court has certain issues with the case that Richland County brought against the Dept. of Revenue.

Mr. Pearce inquired if the other lawsuit is germane to present item.

Ms. Heizer stated the 2<sup>nd</sup> suit is not of the same level of concern as the 1<sup>st</sup> lawsuit. As you recall, the reason the County filed the lawsuit was there was a threat from DOR to withhold the penny. And that is the big issue. Does somebody have the legal right to withhold the penny revenue? We certainly want the Supreme Court to say no the DOR does not have the right to withhold that revenue. If the revenue flowed the numbers would work. We need to be sure a Third Party and an agency of the State does not have the legal authority to unilaterally decide to withhold the penny.

Mr. Pearce stated what concerns him is the County does not have an indefinite amount of time and the Supreme Court is sitting on a decision that affects this.

Ms. Heizer stated she does not think it is their role to advise Council whether or not to issue bonds or a certain of bonds, but if they see legal issue that could inure to the disadvantage of the bonds being paid Council will receive a clear recommendation from bond counsel. The County Attorney, disclosure counsel and bond counsel are monitoring this closely.

Mr. Pearce stated it was his understanding the financial advisor advised Council on issues related to financing.

Mr. Seals responded in the affirmative.

Mr. Pearce inquired as to why the financial advisor would not be available to Council to offer counsel on this issue.

Mr. Seals stated the financial advisor is available. It was his understanding Council was looking for the advisor to give a recommendation on the level of issuance. The financial advisor does not do that. The financial advisor has done an analysis and the results are included in the Council Memorandum. When the issue last come up, some Council members expressed frustration about what the \$250 million figure meant. We have gone forward and done a drawdown schedule. The drawdown schedule was to be based on what came from the PDT, which was the \$250 million. If you compare the drawdown schedule with the \$250 million, the expenditures comes to approximately \$280 million. The financial advisor shared this information with Council. In order to arrive at a recommended level of bonding, if the drawdown schedule is operative, then it is going to require more than \$250 million. It is going to require more like \$311 million just to match the drawdown schedule. He stated the reason he is reluctant to give a recommendation is because he is not sure he has clear understanding from Council what Council wants. If Council has a specific goal, he can recommend that. Each approach has consequences. Once the bonds are issued there is a significant level of interest payments that have to be made; therefore, that is going to deduct the amount of dollars available for doing projects. The only scenario that has been studied and has been discussed with Council that is pure in the sense that the money that is available will be used for projects is the pay as you go. When that was brought up it became a matter of controversy. Council can certainly do any bond issuance that falls within the parameters of the original ordinance; however, it has to be kept in mind that \$250 million is going to go to projects. Approximately \$17 - \$18 million will go into interest payments.

Mr. C. Jackson stated he thought there was another figure given that would not require as much interest.

Mr. Seals stated that is correct. It was \$114 million.

Mr. C. Jackson inquired if Mr. Livingston's motion would take the \$114 million figure into consideration. He further stated he thought that figure was a more appropriate one based on his understanding that would have a far less impact on the amount of interest to be paid.

Mr. Livingston stated his motion was based on the information that he received during the meeting from the financial advisors. According to the financial advisors it will cost \$5 million on a \$100 million. He has also consulted with some other sources that had a lower projection. He also took into account that if you delay the work it is going to cost you more than the interest on the bonds.

Mr. N. Jackson stated his concern is if all of the projects presented in the referendum will be completed or will we get a bond and only complete some much and have to inform the citizens we ran out of money. He is concerned that he has seen projects completed in the City of Columbia and USC, but when it comes to the unincorporated area it is a drag. He further stated it is hard for him to approve a bond and hope to complete the projects.

Mr. Manning stated he represents mostly unincorporated Richland County and what they ask him is, "I'm not seeing anything get done. When are you going to borrow the money that we voted for? A bond, so we can go ahead and get these projects done." He believes the citizens understood there was a list of projects, but that they were voting on that, as well as borrowing the money. As a fact, he had citizens tell him they voted against the penny, but they voted for the bond because if the penny passed they wanted to get the money borrowed and get the work done.

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

Opposed: Malinowski and N. Jackson

The vote was in favor.

**REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. Council Motion: Require that all municipal utility service providers must request consent and approval from Richland County Council prior to extending or accepting water and sewer infrastructure within the unincorporated boundaries of Richland County [MALINOWSKI] – Mr. Rose stated this item was discussed at a work session and received public input on how this would impact the business community and others. The City of Columbia was present at the work session. They stated they would issue a letter stating they would inform the County prior to any utility being put into the ground. The committee did not feel that the letter addressed the issue as indicated at the work session. Mr. Rose it was his understanding that this item was to be held in committee or to be forwarded to Council without a recommendation.

Mr. Malinowski referred to p. 175 of the agenda packet wherein it states, “The committee recommended staff draft an IGA between the City of Columbia and the County to address the notification process of upcoming water and sewer projects in unincorporated Richland County.”

Mr. Rose stated the IGA needs to be drafted.

Mr. Malinowski moved, seconded by Mr. Manning, to proceed with the recommendation from the October 24<sup>th</sup> committee meeting to direct staff to create the IGA and move forward.

Mr. Rose stated for clarification had staff not already been directed such and bring back the particulars for Council to approve.

Mr. Malinowski stated if they have we keep going back and forth with it, so he is making a definitive motion on this.

Mr. Rose stated his understanding of the motion is to have staff draft the IGA and bring it back to Council for approval.

Mr. Malinowski stated once the IGA has been drafted it will have to be presented to Council for approval.

Mr. Manning stated he deferred to the committee chair as to whether they wished the draft IGA to go to full Council or back to committee for their review.

Mr. Rose stated he will do whatever the will of Council is but certainly the purpose of committees is to vet things out and bring back to full Council.

Mr. Manning made a substitute motion, seconded by Mr. C. Jackson, to direct staff to prepare a draft IGA and send back to committee.

Mr. N. Jackson inquired if the committee had a recommendation.

Mr. Malinowski according to p. 175 of the agenda packet they did.

Mr. N. Jackson stated according to the Committee Chair they did not have a recommendation; therefore, when it comes to Council any Council member has a right to make a motion to move forward, defer or deny. Mr. Malinowski was in order when he made the motion.

Mr. Rose stated he was surprised to see this item on the agenda because it was his understanding that the committee asked for the IGA to be done prior to the next committee meeting. Then it would be vetted and moved through the normal processes. Obviously, the IGA was not a part of the packet and it was his understanding that was going to be done and come back to the committee. There was never a motion to move it forward at all.

Mr. Malinowski inquired if both motions are appropriate.

Mr. Smith responded in the affirmative.

Ms. Myers requested that both motions be restated.

Mr. Malinowski stated the substitute motion is, "to have the staff draft an IGA between the City of Columbia and Richland County, send it back to the D&S Committee for vetting" and the main motion is, "have staff draft an IGA between the City of Columbia and Richland County and bring it back to Council for voting on."

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

Opposed: Malinowski and N. Jackson

The vote was in favor.

**POINT OF PERSONAL PRIVILEGE** – Mr. C. Jackson stated this is an example of why certain committee actions and certain decisions made by both committees and Council probably will require a much more accurate recording of what takes in those meetings. He wanted to put it on the table that at some point we might want to revisit more of a professional recording effort, mechanism or personnel to ensure that we can have these types of actions clearly and adequately recorded, so we do not run into similar problems. This is now the 2<sup>nd</sup> or 3<sup>rd</sup> issue of a major matter because of inaccurate recording of it is causing a challenge moving forward. He just wanted to be put it on the table the incorporation of professional recording at certain sessions.

Mr. N. Jackson inquired when the Horizon Scan meetings are held is everything on the agenda discussed before moving forward.

Mr. Malinowski responded in the affirmative.

Mr. N. Jackson stated he would think at the Horizon Scan meeting when it is discussed what the committee decision was made the Clerk would have the minutes or information to make sure it is there before it gets on the agenda. Items are not just placed on the agenda arbitrarily.

Mr. Malinowski requested the Clerk's Office to verify the committee action on this item.

#### **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Contract award for the Motorola 800 Megahertz Mototrbo System for Alvin S. Glenn Detention Center – Mr. Pearce stated this is the purchase of 800 Megahertz Motorola System to provide additional communications at the Alvin S. Glenn Detention Center. The expenditure is \$217,442.88. It received a unanimous recommendation for approval.

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

The vote in favor was unanimous.

Mr. Pearce stated he heard that in 2019 all of the 800 Megahertz systems used by EMS, the Sheriff and the Detention Center are going to have to be replaced.

Mr. Seals stated that is correct due to technology advancements.

#### **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing (1) execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the "County"), and Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils, L.L.C., acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), in connection with certain additional investment to be located in the County; and (2) other matters related thereto [FIRST READING] – Mr. Livingston stated the committee recommended approval.

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

The vote in favor was unanimous.

- b. A Resolution authorizing the extension of the investment period under a July 28, 2000 Fee Agreement by and between Richland County, South Carolina, and Unum Group, Colonial Life & Accident Insurance Company, and Unum Life Insurance Company of America – Mr. Livingston stated the committee recommended approval.

Mr. Malinowski inquired about the following language on p. 199 of the agenda packet: "WHEREAS, in the exercise of the foregoing powers, the County, Unum Group, Colonial Life...(collectively, the "Company)". He stated he does not believe the County is a part of the "Company".

Mr. Ruble stated he does not have the exact language before him, but the language can be changed.

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

The vote in favor was unanimous.

#### **OTHER ITEMS**

- a. FY18 – District 10 Hospitality Tax Allocations – Mr. Manning moved, seconded by Mr. Livingston, to approve this item.

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

The vote in favor was unanimous.

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

**EXECUTIVE SESSION** – There were no items for Executive Session.

**MOTION PERIOD**

- a. Direct staff, in conjunction with the legal department, to determine how a service fee can be imposed on property that is not taxed in Richland County. The purpose is that even though certain properties are exempt from taxes, they still receive all amenities provided by Richland County that others must pay for in addition to property taxes [MALINOWSKI and N. JACKSON] – This item was referred to the A&F Committee.
- b. Any entity placing a person in the Alvin S. Glenn Detention Center will be responsible for paying the daily fee as determined by Richland County, as well as all medical costs incurred to include mental needs [MALINOWSKI and MYERS] – This item was referred to the A&F Committee.
- c. Revisit the 2002 Richland County Water Plan, and any updates, for providing water to unincorporated areas of Richland County and in conjunction with the future Lower Richland Sewer Project [MALINOWSKI and MYERS] – This item was referred to the D&S Committee
- d. Cease all future public meetings by the PDT unless requested by a Councilmember for their District. NOTE: There were several public meetings before the referendum was approved by the citizens and three readings and a public hearing before the ordinance was approved. These meetings are confusing to the public with promises of changes to projects. The PDT cannot make any changes, any changes to the ordinance requires three readings and a public hearing by County Council [N. JACKSON] – This item was referred to the Transportation Ad Hoc Committee.
- e. I move that Council’s standing Rules and Appointments Committee study the possibility of electronic voting. This would include due diligence of best practices generally and specifically models utilized by other South Carolina counties. Additionally, the South Carolina House of Representatives’ process should be considered as it was presented as a model when Council voted to have on the record voting like the House did. Recommendations of the Committee should then be brought to Council for consideration and possible action [MANNING and C. JACKSON] – This item was referred to the Rules & Appointments Committee.
- f. Staff shall use the NAICS codes approved per the ordinance in determining when a SLBE graduate from the program [N. JACKSON] – This item was referred to the Office of Small Business Opportunity (OSBO) Ad Hoc Committee

**ADJOURNMENT** – The meeting was adjourned at approximately 7:27 PM.

X

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Joyce Dickerson  
Chairwoman

X

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Bill Malinowski  
Vice Chair

X

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Calvin "Chip" Jackson  
District Nine

X

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Norman Jackson  
District Eleven

X

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Gwendolyn Kennedy  
District Seven

X

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Paul Livingston  
District Four

X

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Jim Manning  
District Eight

X

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Yvonne McBride  
District Three

X

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Dalhi Myers  
District Ten

X

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Greg Pearce  
District Six

X

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Seth Rose  
District Five

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council



**STATE OF SOUTH CAROLINA    )    RICHLAND COUNTY / CITY OF**  
**)    COLUMBIA INTERGOVERNMENTAL**  
**)    FIRE AGREEMENT**  
  
**COUNTY OF RICHLAND            )**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Richland County and the City of Columbia.

WHEREAS, the City of Columbia currently operates an organized fire department within the City of Columbia limits; and

WHEREAS, Richland County is the authority having jurisdiction within the Richland County (Service Area); and

WHEREAS, the City of Columbia and Richland county executed an Intergovernmental Fire Agreement dated July 1, 2012, which expired June 30, 2017; and

WHEREAS, the City of Columbia is providing the County with a service to organize, manage, maintain and operate a seamless firefighting system in the Richland County Service Area. The City will agree to continue this long-lasting partnership of leveraging resources and shared responsibility in order to maintain the highest level of public safety to the citizens of Richland County through a consolidated seamless fire service system for the protection of life, property and the environment; and

WHEREAS, the services will include fire suppression, rescue, hazardous materials incident response, and any other services as agreed upon by the Richland County and City of Columbia Councils for all residents located in the Richland County Service Area as defined herein and delegated to the City of Columbia; and

WHEREAS, the City and the County will fund, support, and/or initiate actions to maintain or improve, the current Insurance Services Office Public Protection Classification rating within their respective areas through budgetary appropriations.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

The purpose of this agreement is for Richland County, the Authority Having Jurisdiction (AHJ) in the Service Area boundaries, to delegate authority to the City of Columbia, to

establish and develop an organized manner in which to administer, manage, operate and maintain a system in Richland County for fire protection, to include fire suppression assets and provide for management of fire suppression, rescue, hazardous materials incident response and control, and other agreed upon services. Richland County will provide all other services not specified in this agreement. Richland County shall continue to provide these services at its sole cost and expense. For the avoidance of doubt, the City of Columbia shall be fully compensated for the level of fire services provided for by this agreement.

The City of Columbia operates an established all-hazards fire department and has an appointed Fire Chief which serves as the highest ranking fire official in Columbia, and will include the Richland County Service Area as defined by this agreement and he shall have administrative and operational authority over department functions to include the administration of all approved funding as detailed in the County Fire Budget. He reports directly to the Columbia City Manager. Resolution of issues related specifically to the Richland County Service Area, will be brought to the City Manager by the County Administrator for resolution.

#### **1. DEFINITIONS:**

- a. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.
- b. Automatic Vehicle Location System or "AVL" refers to the system that is used by the 911 Call Center to track the location of emergency vehicles in real time.
- c. Columbia-Richland Fire Department Oversight Committee or "CRFDOC" refers to the committee jointly established by the City of Columbia and Richland County councils.
- d. Computer Aided Dispatch system or "CAD" refers to the system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.
- e. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
- f. "County Fire Service Area" or "Fire Service Area" or "FSA" refers to the area where fire suppression services are provided by the CRFD in the unincorporated areas of Richland County, the City of Forest Acres, the Town of Arcadia Lakes, the Town of Blythewood, and the Town of Eastover.
- g. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or his designee.

- h. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this agreement, and to properly account for all personnel, operational funds, equipment and supplies.
- i. "Communications Center" refers to the Columbia-Richland Emergency Communications Center, which serves as the Public Safety Answering Point and dispatch center.
- j. Contract Administrator or "CA" refers to Richland County and the City of Columbia's authorized and assigned individuals to monitor for compliance of this agreement through the Columbia-Richland Fire Department Oversight Committee.
- k. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County services.
- l. "Equipment" refers to vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with county funds, carried on county-owned vehicles, and/or located in county-owned stations or offices.
- m. Fire Advisory Committee or "FAC" refers to the committee which will provide advisory input into the operations of the fire suppression service outlined in this agreement.
- n. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response and control, and any other services approved and funded by Richland County.
- o. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.
- p. "Minimum Staffing" refers to the established minimum staffing levels for fire shifts throughout the County Service Area and the City of Columbia limits as defined by NFPA 1710 and other needs as determined by the City of Columbia.
- q. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.
- r. National Fire Protection Association or "NFPA" refers to the association which sets codes and consensus standards for the fire service.
- s. Occupational Safety and Health Administration or "OSHA" refers to the organization which regulates all worker safety.
- t. "Operational and/or Administrative Authority" is defined as the authority contractually delegated to Columbia by Richland County under this agreement, to be used in the provision of approved services, as outlined and funded by Richland County.
- u. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this agreement.
- v. Overtime or "OT" refers to the time a worker who is funded through this agreement and has worked over the time threshold as defined by the Fair Labor Standards Act for the employee's position.

- w. Public Protection Classification or "PPC" refers to the ISO classification used to provide a quantitative value of a fire department's fire suppression capability.
- x. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this agreement, to distribute funds required to administer this agreement.
- y. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.
- z. "Support Personnel" refers to the employees and costs associated with staff that are needed to carry out the management and administrative functions of this agreement.

## **2. ORGANIZATION:**

- 2.a. A Fire Advisory Committee (FAC) shall be established consisting of the following members: Richland County Council will elect one Richland County Council Member, who represents primarily unincorporated areas of Richland County; Columbia will select one Columbia City Council Member; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; Columbia Assistant City Manager; and the Columbia Fire Chief. Both parties can appoint one additional member each.
- 2.b. The purpose of the FAC is to provide advisory recommendations into the department's policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County Service Area and in Columbia. The FAC should meet no less than quarterly.
- 2.c. Fire Chief – If applicable, during the term of this agreement, the Fire Chief shall be selected by the Columbia City Manager as set forth in City Code and State law. The City Manager will provide information on any applicants being considered to the County Administrator and receive in writing input for consideration on the selection of the Fire Chief. The FAC and the County Administrator will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.
- 2.d. A Columbia-Richland Fire Department Oversight Committee will be jointly established by the City and Columbia and the Richland County councils to ensure that the interests of city and county residents are considered, related to the planning and provision of fire suppression services within both jurisdictions. The City Manager and the County Administrator will present their respective councils the

proposed CRFDOC's charge and membership for approval within 90 days of the execution of this Agreement.

### **3. OPERATIONAL IMPLEMENTATION:**

- 3.a. All incident operational responsibilities outlined under this agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.
- 3.b. It is agreed that all Richland County fire assets authorized by this agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. It is agreed that all Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the County Fire Service Area.
- 3.c. Richland County further delegates to the Fire Chief to assign, limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this agreement. Richland County shall provide to the Fire Chief all applicable policies related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use of County vehicles.
- 3.d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire suppression capabilities in the Fire Service Area and the automatic aid agreements have been approved by Richland County.
- 3.e. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

#### **4. CITY OF COLUMBIA:**

- 4.a. Tactical operations will be administered using Standard Operating Procedures, Standard Operating Guidelines, policies and procedures as approved by the Fire Chief.
- 4.b. A training and deployment plan for the water shuttle program will be maintained and exercised bi-monthly to improve training and implementation of the water shuttle system.
- 4.c. The Columbia Fire Chief will prepare a fire services agreement report to be presented to Richland County. A reporting system will be agreed upon during the first 90 days of this agreement, which will include the electronic inventory reporting and staffing software interfaces. All additional data requests shall be routed through the County Administrator's Office to the City Manager's Office.
- 4.d. All front line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.
- 4.e. The City, at its own expense and outside of the funds budgeted and allocated herein shall maintain its own vehicles, apparatus, and fire trucks through the City's normal fleet services program.
- 4.f. The City of Columbia will conduct an audit of this agreement every two years. A copy of the results shall be provided to Richland County and the CRFDOC. The audit will be performed by a third party.
- 4.g. The City of Columbia will inspect the rural water supply infrastructure on a regular basis and provide a report to the County and the CRFDOC which will include recommendations for maintenance and/or improvements.
- 4.h. Upon execution of this Agreement and within the first 90 days, the Columbia Fire Chief, along with staff from the County's Emergency Service Department, shall evaluate the format and the information that will be included in a report that will be presented to Richland County and the CRFDOC on a monthly basis.

- 4.i. The City of Columbia, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and equipment owned by the City.
- 4.j. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).
- 4.k. All hydrants located in the Service Area owned by Columbia shall be inspected yearly, repaired, maintained, tested and marked per ISO and other applicable standards. The City of Columbia will endeavor to repair hydrants within thirty (30) days' notice of receiving information a hydrant is inoperable and/or establish a contingency plan for alternative water supply coverage when deemed necessary.

**5. RICHLAND COUNTY:**

- 5.a. Richland County retains the right to monitor this agreement through the CRFDOC. The CRFDOC shall have access to any records pertaining to the administration of this agreement and all data collected by Columbia in its implementation of this agreement.
- 5.b. Richland County maintains the right to conduct at its sole cost and expense an audit of any and all parts of this agreement to ensure compliance, however, a draft copy of the results shall be provided jointly.
- 5.c. All Richland County buildings, vehicles and large pieces of equipment will be insured by Richland County with limits of liability as established by South Carolina law for governmental entities at the County's sole cost and expense.
- 5.d. Richland County will determine where new or relocated stations will be constructed in the Service Area with the approval of the Fire Chief. Richland County will design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement.

- 5.e. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated with the approval of the Fire Chief and in accordance with the terms of this agreement.
- 5.f. The County will maintain and/or improve the rural water supply infrastructure to include, but not be limited to the dry hydrant system according to the report referenced in Section 4.g of this Agreement.
- 5.g. Any pressurized water supply system will be reviewed by the Fire Chief prior to installation. This is to ensure interoperability with existing systems and to maintain constancy with current operational methodology.
- 5.h. Richland County, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations, rolling stock (i.e., apparatus, and vehicles) owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief, shall establish a routine fleet maintenance schedule.
- 5.i. Effective January 1, 2018, the County, at its own expense and outside of the funds budgeted and allocated herein, shall maintain its own vehicles, apparatus, and fire trucks through the County's normal fleet services program. The County will adjust the City's allocation under this Agreement accordingly. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.

## **6. PERSONNEL:**

- 6.a. Only positions authorized and funded under this Agreement (see Appendices B.1 and B.2) and used in the manner approved by Richland County shall be paid from the adopted and approved Richland County fire suppression budget.
- 6.b. Columbia will maintain its software interface used to properly track and charge all personnel costs to the corresponding (City or County) budget.
- 6.c. Under the terms of this agreement the City has its employees assigned to the County Service Area, and its employees must receive the corresponding salary packages as approved by Columbia City Council for all firefighters. The County during the term



of this agreement shall provide equivalent personnel funds for those City employees assigned to the County through its budgeting process.

- 6.d. The City will submit through the County's biennial budget process the personnel and operating costs for the provision of fire services response in the County Fire Service Area.
- 6.e. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Columbia-Richland Fire Department, which includes the Richland County Fire Service Area. The overhead funding to support such operations will be funded as outlined in Appendix A of this agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City budgets with each party being charged its proportionate share of such personnel cost to include salaries plus benefits.
- 6.f. Fire-shift (24-hour) staffing personnel will be funded by Richland County and the City of Columbia based on minimum staffing levels as outlined in Appendices B.1 and B.1. The fire career shift staffing personnel cost will be appropriately charged to each station budget by general ledger code. The fire department will maintain a software interface with its current staffing software and the financial software used by the City to accurately track actual personnel cost to ensure all cost funded by Richland County and the City of Columbia are charged appropriately. This will ensure all personnel working on a City or County unit are charged to that unit and the minimum staffing levels are maintained as stated in Appendices B.1 and B.2.
- 6.g. The fire department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices which meets South Carolina-Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural firefighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shifts on a daily basis. However, it is understood these minimum levels may be adjusted as deemed necessary while accomplishing the overall mission of the department.
- 6.h. With the exception of volunteer firefighters; personnel authorized and funded by Richland County under this agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia.

However, all volunteer firefighters will comply with the personnel, health and safety policies of the City of Columbia as referred to in the volunteer standard operating guidelines.

- 6.i. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits.
- 6.j. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e. if County funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement using the TeleStaff software or any other appropriate software, which shall be immediately available to the County's CA and/or the CRFDOC upon request, and which shall also be included in the quarterly reports to the County. Subject to paragraph 4.i., the Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.
- 6.k. A program for volunteer recruitment, retention, promotion, credentialing, and career development will be established by the Fire Chief and managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

## **7. VOLUNTEER FIREFIGHTERS:**

- 7.a. Under the terms of this agreement all volunteer firefighting personnel will report through the chain of command to the Office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter with input from the County's Emergency Services Department Director. As volunteer firefighters are not regularly paid City employees, volunteers will receive ONLY their routine fuel reimbursements, which shall come from the Richland County line item budgeted solely for this purpose. No other costs may be paid out of the fuel reimbursement line item. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief.

- 7.b. There shall be a volunteer recruitment, retention and training program for volunteers as authorized in this agreement.
- 7.c. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self-fund these benefits. No Worker's Compensation benefits or claims will be paid by the County for any City employee or any person considered a City employee for the purposes of this agreement (see Sec. 7.a). The following requirements pertaining to worker's compensation shall apply to this agreement:
- i. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice;
  - ii. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any claimant, nor may it make any attempt to direct or administer the claim in any way. The County's Risk Manager will provide Richland County's policies and protocols to the Fire Chief, who will make it part of the CRFD's Standard Operating Guidelines (SOG).
  - iii. Any City employee or person treated as a City employee under this agreement (see Sec. 7.a.) shall make all claims for injury of any kind to the City.
- 7.d. A volunteer's privately owned vehicle may be authorized by Richland County to use red emergency lights and siren when responding to an authorized emergency call. Volunteers and their vehicles must meet criteria and guidelines established by the Richland County Fire Marshal. Richland County will accept all liability resulting from damages incurred from emergency response with privately owned "Authorized Emergency Vehicles."
- 7.e. Volunteers designated by Richland County to operate a privately owned emergency vehicle using red lights and sirens, must be pre-approved by the Richland County Fire Marshal's office. Each vehicle approved by Richland County must display an "Authorized Emergency Vehicle" decal issued by Richland County. Volunteers approved to operate a privately owned emergency vehicle must meet all requirements as established by the Richland County Fire Marshal. Volunteers will be issued an

“Emergency Vehicle Authorization” identification card that must be carried while operating a designated privately owned emergency vehicle.

- 7.f. Volunteer training classes will be rotated between County stations in the upper part of the County, lower part of the County, and the northwest part of the County
- 7.g. All firefighters authorized under this agreement will receive the same level of training regardless of career or volunteer and must maintain defined standards as set by the Fire Chief. All volunteer firefighters will be encouraged to participate in riding on all fire units career and volunteer in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and fire ground cohesion during emergencies.

## **8. FIRE FIGHTER TRAINING**

- 8.a. All fire fighters authorized under this agreement will receive the same level of training regardless of career or volunteer status and must maintain defined standards as set by the Fire Chief.
- 8.b. Training will be provided equally and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.
- 8.c. A training schedule will be coordinated and published in May of each year outlining the classes being offered for the next 12 months, starting in July of each year. All published classes will be conducted regardless of limited attendance. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.
- 8.d. Volunteer training classes will be rotated between County stations in the upper part of the County, lower part of the County and the northwest part of the County.
- 8.e. There shall be a combination of career and volunteer designated instructors for all firefighter and will be coordinated through the Fire Department Training Bureau.
- 8.f. Richland County and the City of Columbia during the term of this agreement agree to endeavor to provide through proposed budget process funding to train and provide as staffing allows one (1) on-duty Emergency Medical Technician (EMT) for each

roster staffed fire engine within the Columbia Fire Department and Richland County (Service Area) as funding permits.

## **9. PUBLIC PROTECTION CLASSIFICATION**

- 9.a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this agreement.
- 9.b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief.

## **10. FIRE STATIONS:**

- 10.a. The County will be responsible for all existing County owned and operated fire stations and will conduct routine maintenance as required in order to meet applicable codes and regulations for workplace environments. Richland County shall be responsible for insuring all fire stations at its sole cost and expense. The City agrees to use reasonable efforts to avoid damage to all County owned fire stations. Should any fire station be damaged by the negligence or willful actions or omission of any City employee, agent, or contractor, the City agrees to pay the County for any damage.
- 10.b. The City will continue to be responsible for all existing City owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall be responsible for insuring all fire stations at its sole cost and expense.
- 10.c. The County will participate in periodic service improvement meetings with the City as it pertains to improving the customer service provided for fire station maintenance.
- 10.d. Additional fire stations may be constructed during the term of this agreement. The Fire Chief will submit new station recommendations to Richland County for consideration. The Fire Chief may establish a committee to assist in developing those recommendations; provided, however, Richland County will have the final

decision as to where new or relocated stations will be constructed in the Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.

- 10.e. The Fire Chief as a part of the County's biennial budget process will make capital improvement recommendations to include prioritizing new fire station recommendations in the County Fire Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.
- 10.f. Richland County shall design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans and in accordance Section 10.d of this Agreement. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement.
- 10.g. The City of Columbia shall design, fund and build expansion stations in accordance with the City of Columbia's strategic and capital improvement plans.
- 10.h. At the time of executing this agreement Richland County shall provide a capital improvement plan for fire station facilities maintenance, repairs, and renovations.

## **11. EQUIPMENT:**

- 11.a. For the entire term of the agreement, the fire department will continue to utilize the electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City owned assets.
- 11.b. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. It will be the responsibility of the Fire Chief to ensure all inventories are reconciled and maintained throughout the duration of this agreement. A copy will be sent to Richland County and the CRFDOC each year prior to the first of July. Upon notification to the Fire Chief, the County may conduct on-site inspections of any County building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the City will provide a plan to rectify the condition(s) immediately.

- 11.c. As equipment and supplies are processed for distribution, electronic records will be maintained to accurately record which equipment was received/issued. A listing of the location of where the property is assigned and to which entity it is charged shall be created each time equipment or supplies are distributed, issued or transferred. The list shall be available to the County immediately upon demand and shall automatically be supplied to the County no less than monthly. No equipment or supply will be issued unless it is signed for and charged to the appropriate station account and approved by the Logistics officer.
- 11.d. At the time of executing this agreement Richland County shall provide written plans to the Fire Chief for a five-year capital replacement plan for existing and new rolling stock for apparatus and equipment
- 11.e. Spare, surplus or deadline vehicles or equipment must be kept segregated as Richland County or City of Columbia property. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.
- 11.f. All vehicles purchased with Richland County funds and used by the Columbia Fire Department in implementing this agreement must have "Richland County" displayed on the vehicle. This may be illustrated as "Columbia - Richland."
- 11.g. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, firefighters who are funded by Richland County, and for use in alerting of volunteer firefighters assigned to Richland County stations.
- 11.h. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City stations.
- 11.i. Richland County will fund and support in an equitable manner, a cloud based, interactive dispatching application that is accessible by responders in the field.
- 11.j. The Fire Chief will maintain a research & development group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased will be compatible with the City's equipment, operational methodology and meet or exceed the latest (NFPA) National Fire Protection Association standards and/or

applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will provide to Richland County, apparatus (fire truck) specifications that will be used for purchasing of apparatus in the County (Service Area) in order to maintain or improve the current operational functionality, safety and/or the ISO PPC rating.

- 11.k. The County will adequately fund and replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumps, rescues, ladders, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.
- 11.l. It will be at the discretion of the Fire Chief to assign, place or station any City or County equipment or apparatus to further enhance the overall operations as outlined in the agreement.
- 11.m. If either party (City or County) are required to place its reserve apparatus or vehicles on the front line to supplement the other's fleet, a charge to the appropriate budget for all fuel costs and any actual time and cost for any repairs during the time of use will be made to the appropriate budget.
- 11.n. Richland County will share cost of and jointly fund all support vehicles and staff vehicles assigned to support personnel as approved by the Fire Chief. All capital replacement costs for replacing such vehicles will be requested through the annual budget process for those vehicles needing replacements as funded and listed in each budget.

## **12. FINANCIAL/ACCOUNTABILITY:**

- 12.a. On a biennial basis, the City of Columbia, through the City Manager, shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. The Fire Chief will participate, along with the Emergency Services Department Director, in the preparation of the budget request. Each budget request will be at the funding levels necessary for the collective operations of the Fire Service Area.
- 12.b. The City Manager will submit CRFD's biennium budget request to the Richland County Administrator prior to December 15<sup>th</sup> of each even year.



- 12.c. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All positions funded will be listed and include current salary information. All positions, equipment, and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their respective organization the amount to be funded to support operations. Should funding levels need to be reduced, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services could be reduced in order to meet funding levels and they will have final approval for their respective areas. After the budget has been approved, the Fire Chief must remain within established funding levels during the entire biennium budget fiscal years.
- 12.d. All budgeted, routine supplies and equipment purchases made in accordance with this agreement or identified in the biennial budget appropriations must be made pursuant to the City of Columbia's procurement regulations and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County owned.
- 12.e. The City of Columbia shall collect a fee in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by Richland County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this agreement are to be remitted to Richland County on a monthly basis. Richland County may request an increase in the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.
- 12.f. Notwithstanding anything in this Agreement, in no event will the City be entitled to additional payments for services provided hereunder which are greater than expected, nor will the County be entitled to a refund for payments made hereunder if the City provides services to satisfy the requirements of this Agreement but are less than expected hereunder.
- 12.f.1 Each year the City of Columbia through the City Manager shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. Richland County and City of Columbia will review the budget request and make adjustments and recommend the budget for

County Council consideration and approval. While the actual costs for fire services in the combined service areas of the County and City (Total Cost) may increase or decrease, the City's proportional share of such Total Cost shall, for the term of this agreement, be 52.6%, while the County's proportional share shall be 47.4%. For example, if the Total Cost to provide fire services to the combined service area is \$1,000,000 for one year, the City would pay \$526,000, while the County would pay \$474,000. This ratio shall remain the same regardless of any increase or decrease in Total Cost. If at any time during any fiscal year, the City requests a budget increase from the County for the remainder of the fiscal year, the City shall present the total cost increase needed to the County, and if the Richland County Council deems it appropriate, the County shall provide 47.4% of the total cost presented while the City shall be required to appropriate the remaining 52.6% of the total cost presented. Failure of the City to provide its proportional share as provided in any part of this paragraph, shall be deemed a material breach of the agreement.

- 12.g. During the term of this agreement, the City will conduct an indirect cost analysis for services provided through its other departments in support of this agreement. These costs shall include but not be limited to: human resources, payroll, finance, procurement, fleet services, information technology, risk management, etc. and will be included in subsequent biennial budget requests and, subject to approval of the budget request by Richland County Council, transferred from the County Fire budget to the City General Fund in order to cover such costs incurred by the City.
- 12.h. The City of Columbia shall develop and present to Richland County, for consideration, a separate long-range capital replacement plan for large apparatus and vehicle and major station renovations.
- 12.i. The City and County budgets shall fund the cost of all vehicles repairs, replacements and fuel expenses for their own vehicles that support the unified fire operations and as listed in Appendix A (Overhead Vehicles) to be listed within each respective budget as listed in Appendix A at 16 vehicles each totaling 32 overhead vehicles.
- 12.j. Richland County under the terms of this agreement will fund one county staff position within the following City of Columbia departments to off-set such costs associated with the management of career and volunteer personnel within the Richland County Service Area; one (1) Human Resources Specialist position and one (1) Payroll Supervisor position within the finance/payroll department, as budget funding becomes available during the term of this agreement.

- 12.k. The Fire Chief will develop a Research & Development Group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased shall be compatible with the City's equipment and meet or exceed the latest (NFPA) National Fire Protection Association standards and/or applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will develop and approve specifications for equipment and routine capital items listed within the budget, to include but not limited to; structural firefighting gear, safety equipment, firefighting equipment, breathing apparatus, extrication and rescue equipment, hazardous materials and response equipment as to ensure in-kind consistency throughout the unified system. The Fire Chief will provide to Richland County, apparatus (fire truck) specifications that may be used for purchasing of apparatus in the County (Service Area) in order to maintain consistency throughout the unified system.

### **13. ANNEXATION**

All County stations will remain the property of Richland County. In the event the City of Columbia should annex any area located in the County Service Area that contains a County fire station, Richland County may in its sole and exclusive discretion, offer to sell the station to the City of Columbia upon such terms and conditions as Richland County and the City of Columbia may mutually agree. Upon annexation, the County's share shall decrease in an amount proportional to the decrease in square feet of land in the total Fire Service Area. Such change shall take effect within 30 calendar days following the annexation.

### **14. TERMS:**

- 14.a. This agreement shall be effective as of July 1, 2017.
- 14.b. The term of this agreement shall be for five (5) years and may be renewed by consent and agreement of both parties for an additional three (3), five (5) years terms.
- 14.c. Either party may terminate this agreement after notifying the other party in writing with no less than six (6) months' notice; however, both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of a fiscal year (June 30).

### **15. INCORPORATION AND MERGER:**

- 15.a. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

**16. MISCELLANEOUS:**

16.a. **BREACH:** In the event either party shall fail to comply with this agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this agreement.

16.b. **WAIVER:** The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this agreement at any time. Waiver of any breach of this agreement by either party shall not constitute waiver of subsequent breach.

16.c. **NOTICE:** Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid or and addressed to:

City of Columbia  
City Manager  
Post Office Box 147  
Columbia, SC 29217

16.d. **NOTICE:** Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County  
County Administrator  
2020 Hampton Street  
Post Office Box 192  
Columbia, SC 29202

16.e. Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

16.f. **AGREEMENT INTERPRETATION:** Ambiguities in the terms of this agreement, if any, shall not be construed against the City. This agreement shall be interpreted pursuant to the laws of the State of South Carolina.

- 16.g. SEVERABILITY: : If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.
- 16.h. CAPTIONS AND HEADINGS: The captions and headings throughout this agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this agreement.
- 16.i. NON FUNDING APPROPRIATIONS: Notwithstanding anything in this agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purposes.
- 16.j. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City of Columbia and Richland County within thirty (30) days of execution of this Agreement or as soon thereafter as is practicable.

In WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate original, the day and year first above written.

WITNESSES:

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

\_\_\_\_\_  
Gerald Seals, Administrator  
On behalf of RICHLAND COUNTY

WITNESSES:

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

\_\_\_\_\_  
Teresa Wilson, City Manager  
On behalf of CITY OF COLUMBIA

DRAFT

**APPENDIX A**

**SUPPORT PERSONNEL (OVERHEAD)**

#	POSITION	#	POSITION
1	Fire chief	1	Fire Health & Safety Coordinator
3	Assistant Chief(s)	1	Fire Volunteer Coordinator
1	Fire Administrative Officer	1	Administrative Specialist
3	Division Chief(s) (Suppression)	1	Administrative Coordinator
1	Hazmat Rescue Coordinator	1	Fire Analysis Specialist
1	Fire Staffing Officer	1	Fire Public Education Officer
1	Public Information Officer	1	Fire Recruiting Officer
1	Chief of Training	2	Lead Administrative Assistant(s)
5	Fire Training Officer(s)	1	Fire Logistics Officer
1	Senior Training Coordinator	1	Fire Support Technician
1	Executive Assistant	1	Fire SCBA Technician
		1	Materials Control Clerk
	Total	32 <sup>a</sup>	

**FIRE SHIFT PERSONNEL (OVERHEAD)**

The following personnel are included and considered overhead and work a 24-hour fire shift schedule and are funded from the appropriate budget as listed in Appendix B.1 & B.2.

#	PERSONNEL
15	Battalion Chief(s)

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<sup>a</sup> 32 support overhead personnel positions are equally funded by Richland County and the City of Columbia, which includes salaries plus benefits, listed within each party's respective administrative budgets.



**APPENDIX A**

**SUPPORT PERSONNEL (OVERHEAD) VEHICLES<sup>b</sup>**

#	CITY - FUNDED	#	COUNTY - FUNDED
1	Fire Chief	2	Assistant Chief(s)
1	Assistant Chief	1	Hazmat Rescue Coordinator
1	Fire Administrative Coordinator	1	Fire Staffing Chief
1	Division Chief (Suppression)	1	Training Chief
1	Public Information Officer	1	Fire Volunteer Coordinator
1	Fire Health & Safety Officer	1	Fire Support Technician
1	Fire Logistics Officer	3	Fire Training Officer(s)
1	Fire SCBA Technician	3	Battalion Chief(s) (Suppression)
2	Fire Training Officer(s)	3	Staff Vehicles (Reserve Spares)
1	Fire Recruiting Officer		
2	Battalion Chief(s) (Suppression)		
3	Staff Vehicles (Reserve Spares)		
<b>16</b>		<b>16</b>	

<sup>b</sup> The listed vehicles are assigned to emergency response personnel and support staff and will be funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each party's respective budgets. Future replacement vehicles will be requested and funded through each respective budget process.

## APPENDIX B

### B.1

#### PERSONNEL

Units located in rural areas of the County are staffed with two (2) career personnel and an active volunteer roster. Units located in suburban/urban areas are staffed with four (4) career personnel. The County Rescue units are staffed with three (3) career personnel in order to handle the technical functions they must serve, as well as a centrally located man-power force to augment volunteer response fluctuations.

#### County – (fire Shift Career Staffing) and volunteer staffing by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
1 - Headquarters	Career	Engine 1/ HazMat 1	2 <sup>d</sup>	6	0
	Career	Relief Personnel <sup>c</sup>		33	
14 – Dentsville	Career	Engine 14	4	12	0
		Ladder 14	4	12	0
15 – Cedar Creek	Satellite	Engine 15	0	0	10
		Tanker 15	0	0	
		Brush Truck 15	0	0	
17 – Upper Richland	Combination	Engine 17	1	3	20
		Tanker 17	1	3	
		Brush Truck 17	0	0	
18 – Crane Creek	Combination	Engine 18	1	3	20
		Tanker 18	1	3	
		Brush Truck 18	0	0	
19 – Gadsden	Combination	Engine 19	1	3	20
		Tanker 19	1	3	
		Brush Truck 19	0	0	
20 – Ballentine	Combination	Engine 20	1	3	20
		Tanker 20	0	0	

<sup>c</sup> Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 33 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

<sup>d</sup> Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.

		Brush Truck 20	0	0	
		Rescue 2 <sup>e</sup>	3	9	
21 – Springhill	Satellite	Engine 21	0	0	10
		Tanker 21	0	0	
		Brush Truck 21	0	0	
22 – Lower Richland	Career	Engine 22 <sup>f</sup>	4	12	0
		Tanker 22	0	0	
		Brush Truck 22	0	0	
		Battalion 4	1	3	
23 – Hopkins	Combination	Engine 23	1	3	20
		Tanker 23	0	0	
		Brush Truck 23	0	0	
		Rescue 5 <sup>e</sup>	3	9	
24 – Sandhill	Career	Engine 24	4	12	0
		Brush Truck 24	0	0	
		Battalion 3	1	3	
25 – Bear Creek	Combination	Engine 25	1	3	20
		Tanker 25	1	3	
		Brush Truck 25	0	0	
26 – Blythewood	Combination	Engine 26	1	3	20
		Tanker 26	1	3	
		Brush Truck 26	0	0	
27 – Killian	Combination	Engine 27	1	3	20
		Tanker 27	0	0	
		Brush Truck 27	0	0	
		Rescue 3 <sup>e</sup>	3	9	
28 – Eastover	Combination	Engine 28	1	3	20
		Tanker 28	1	3	
		Brush Truck 28	0	0	
29 – Congaree Run	Combination	Engine 29	1	3	20
		Tanker 29	0	0	
		Brush Truck 29	0	0	
		Rescue 4 <sup>e</sup>	3	9	
30 – Capital View	Combination	Engine 30	1	3	20
		Tanker 30	1	3	
		Brush Truck 30	0	0	

<sup>e</sup> During the term of this agreement the fourth (4<sup>th</sup>) career positions on the County Rescue units may be funded by Richland County at one (1) additional position each year or as budget funds become available.

<sup>f</sup> The three (3) additional career personnel assigned to Engine 22 is currently funded under a two (2) year SAFER Grant.

31 – Leesburg	Career	Engine 31	4	12	0
		Tanker 31	0	0	
		Brush Truck 31	0	0	
32 – Jackson Creek	Career	Engine 32	4	12	0
33 – Gills Creek	Career	Engine 33	4	12	0
34 – Elders Pond	Career	Engine 34	4	12	0
<b>TOTAL</b>			<b>66</b>	<b>231</b>	<b>240</b>

*The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.*

DRAFT

**APPENDIX B**  
**B.2**

**PERSONNEL**

**City – (Fire Shift Career Staffing) by Station**

<b>STATION</b>	<b>STAFFING</b>	<b>UNIT</b>	<b>Career Minimum Daily Staffing</b>	<b>Career Total Staffing</b>
1 – Headquarters	Career	Engine 1/HazMat 1 Rescue 1 Rehab 1 Relief Personnel <sup>g</sup>	2 <sup>h</sup> 4 1	6 12 3 34
2 – Ferguson	Career	Engine 2 Battalion 1	4 1	12 3
3- Industrial Park	Career	Engine 3	4	12
4 – Wood Creek	Career	Engine 4	4	12
6 – Saint Andrews	Career	Engine 6 Battalion 2	4 1	12 3
7 – North Columbia	Career	Ladder 7	4	12
8 – Atlas Road	Career	Engine 8 Ladder 8	4 4	12 12
9 – Shandon	Career	Engine 9 Ladder 9	4 4	12 12
11 – Blume Court	Career	Engine 11	4	12
12 – Greenview	Career	Engine 12 Battalion 5	4 1	12 3
13 – Eau Claire	Career	Engine 13	4	12
16 – Harbison	Career	Engine 16	4	12
<b>TOTAL</b>			<b>62</b>	<b>220</b>

<sup>g</sup> Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 34 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

<sup>h</sup> Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.

*The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the city of Columbia.*

DRAFT

# Richland County Council Request for Action

**Subject:**

17-017MA  
Larry S. Umberger  
GC and RM-MD to OI (2.06 & 1.6 Acres = 3.66 Acres Total)  
2605 Seminole Road  
TMS # R06015-04-03 & 06

**Notes:**

First Reading: October 24, 2017  
Second Reading: November 7, 2017  
Third Reading: November 14, 2017 {Tentative}  
Public Hearing: October 24, 2017

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 06015-04-03 AND 06 FROM GENERAL COMMERCIAL DISTRICT (GC) AND RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); 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 # 06015-04-03 and 06 from General Commercial District (GC) and Residential Multi-Family High Density District (RM-HD) to Office and Institutional District (OI) 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 \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
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:           October 24, 2017  
First Reading:           October 24, 2017  
Second Reading:       November 7, 2017  
Third Reading:          November 14, 2017



# Richland County Council Request for Action

**Subject:**

17-018MA  
James Huggins  
GC to LI (4 Acres)  
Dutch Fork Road  
TMS #R02408-02-04

**Notes:**

First Reading: October 24, 2017  
Second Reading: November 7, 2017  
Third Reading: November 17, 2017 {Tentative}  
Public Hearing: October 24, 2017

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02408-02-04 FROM GENERAL COMMERCIAL DISTRICT (GC) 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 # 02408-02-04 from General Commercial District (GC) to Light Industrial District (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 \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
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:       October 24, 2017  
First Reading:       October 24, 2017  
Second Reading:     November 7, 2017  
Third Reading:       November 14, 2017

## Richland County Council Request for Action

**Subject:**

17-020MA  
Jimmy L. Thompson  
RR to RU (22.79 Acres)  
510 Koon Store Road  
TMS #R12110-01-14

**Notes:**

First Reading: October 24, 2017  
Second Reading: November 7, 2017  
Third Reading: November 17, 2017 {Tentative}  
Public Hearing: October 24, 2017

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 12110-01-14 FROM RURAL RESIDENTIAL DISTRICT (RR) TO RURAL DISTRICT (RU); 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 # 12110-01-14 from Rural Residential District (RR) to Rural District (RU) 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 \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
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:       October 24, 2017  
First Reading:       October 24, 2017  
Second Reading:     November 7, 2017  
Third Reading:       November 14, 2017

## Richland County Council Request for Action

**Subject:**

17-024MA  
Inga Brooks  
RS-HD and NC to GC (1.01 Acres)  
4120 Bluff Road  
TMS #R13509-02-36, 37 & 38

**Notes:**

First Reading: October 24, 2017  
Second Reading: November 7, 2017  
Third Reading: November 17, 2017 {Tentative}  
Public Hearing: October 24, 2017

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 13509-02-36, 37, AND 38 FROM RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-HD) 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 # 13509-02-36, 37, and 38 from Residential Single-Family High Density District (RS-HD) to Neighborhood Commercial District (NC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
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:       October 24, 2017  
First Reading:       October 24, 2017  
Second Reading:     November 7, 2017  
Third Reading:       November 14, 2017

## Richland County Council Request for Action

**Subject:**

17-030MA

Thomas O. Milliken

RU and OI to GC (50.54 Acres)

Legrand Road

TMS #R17110-02-02, 03, 05; R17113-01-19; R17113-09-02; R17114-01-10, 11, 13; R17109-04-01

**Notes:**

First Reading: October 24, 2017

Second Reading: November 7, 2017

Third Reading: November 17, 2017 {Tentative}

Public Hearing: October 24, 2017

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17110-02-02/03/05 AND TMS # 17113-01-19 AND TMS # 17113-09-02 AND TMS # 17114-01-10/11/13 AND TMS # 17109-04-01 FROM RURAL DISTRICT (RU) AND OFFICE AND INSTITUTIONAL DISTRICT 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 # 17110-02-02/03/05 and TMS # 17113-01-19 and TMS # 17113-09-02 and TMS # 17114-01-10/11/13 and TMS # 17109-04-01 from Rural District (RU) and Office and Institutional District (OI) to General Commercial District (GC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
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:       October 24, 2017  
First Reading:       October 24, 2017  
Second Reading:     November 7, 2017  
Third Reading:       November 14, 2017



## Richland County Council Request for Action

**Subject:**

17-031MA  
Thomas O. Milliken  
RU and OI to RS-MD (72.6 Acres)  
Legrand Road  
TMS #R17110-02-01; R17111-02-01 & 04

**Notes:**

First Reading: October 24, 2017  
Second Reading: November 7, 2017  
Third Reading: November 14, 2017 {Tentative}  
Public Hearing: October 24, 2017

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17110-02-01 AND TMS # 17111-02-01 AND 04 FROM RURAL DISTRICT (RU) AND OFFICE AND INSTITUTIONAL DISTRICT (OI) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17110-02-01 and TMS # 17111-02-01 and 04 from Rural District (RU) and Office and Institutional District (OI) to Residential Single-Family Medium Density District (RS-MD) 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 \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
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:       October 24, 2017  
First Reading:       October 24, 2017  
Second Reading:     November 7, 2017  
Third Reading:       November 14, 2017

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new Flood Insurance Rate Map

**Notes:**

First Reading: October 24, 2017

Second Reading: November 7, 2017

Third Reading: November 14, 2017 {Tentative}

Public Hearing: October 24, 2017

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO REMAIN IN COMPLIANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM UPON THE ADOPTION OF THE NEW FLOOD INSURANCE RATE MAP.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Existing manufactured home park or manufactured home subdivision (floodplain overlay district standards)” is hereby amended to read as follows:

*Existing manufactured home park or manufactured home subdivision (floodplain overlay district standards).* A manufactured home park or manufactured home subdivision for which the construction of facilities for servicing the lots on such manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of roads, and either final site grading or the pouring of concrete pads) is completed before November 4, 1981.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “New manufactured home park or manufactured home subdivision” is hereby amended to read as follows:

*New manufactured home park or new manufactured home subdivision.* As referenced in the flood regulations, this term shall mean a manufactured home park or manufactured home subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of roads, and either final site grading or the pouring of concrete slabs) is completed on or after November 4, 1981.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Recreational Vehicle” is hereby amended to read as follows:

*Recreational vehicle.* A vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. For the application of floodplain management ordinances only, recreational vehicle is defined as: a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck/light duty vehicle as defined by South Carolina Department of Motor Vehicles; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Structure” is hereby amended to read as follows:

*Structure.* Anything constructed or erected which requires location on or in the ground or is attached to something having a location on the ground or anything as defined by the building code as a structure. Structures do not include ditches and their appurtenances, poles, lines, cables or transmission or distribution facilities of public utilities, freestanding mailboxes, on-grade slabs, walks, driveways, landscaping materials, fences, or golf course tee boxes, fairways, sand traps or greens. This term includes both permanent and temporary structures. For the application of floodplain management ordinances only, a structure is defined as a walled and roofed building, including but not limited to a manufactured home and a gas or liquid storage tank that is principally above ground, as defined by FEMA.

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial damage” is hereby amended to read as follows:

*Substantial damage.* Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damage condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively during any ten (10) year period.

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial improvement” is hereby amended to read as follows:

*Substantial improvement.* Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “repetitive loss” or “substantial damage,” regardless of the actual repair work performed. Substantial improvement shall also include any improvements, singularly or collectively, on a structure during any ten (10) year period for which the cost of total repairs over that period is equal to or exceeds fifty percent (50%) of the market value of the structure.

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article III, Administration; Section 26-36, Richland County Public Works; Subsection (a), Powers and Duties Pursuant to this Chapter; is hereby amended to read as follows:

(a) *Powers and duties pursuant to this chapter.*

(1) *Engineering Division/Stormwater Management Division.* The Richland County Engineering Division and the Stormwater Management Division, under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Article VIII of this chapter and other

relevant laws and regulations pertaining to stormwater management and erosion and sediment control in Richland County:

- a. To review and approve/deny all plans for stormwater management to assure that all applicable requirements of this chapter have been satisfied.
- b. To enforce all provisions of the stormwater management and erosion and sediment control provisions of this chapter and other relevant laws and regulations relating to stormwater management. (See Sections 26-64, 26-202 and 26-203 of this chapter).
- c. To review and approve/deny all applications for land disturbance permits to assure that all applicable requirements of this chapter have been satisfied.
- d. To interpret the terms and provisions of Section 26-64 and Article VIII. of this chapter.

(2) *Flood coordinator.* The Richland County Flood Coordinator, under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County:

- a. To review all applications for zoning and land disturbance permits within the FP Floodplain Overlay District to assure that all applicable requirements of this chapter have been satisfied.
- b. To advise any applicant for a zoning and/or land disturbance permit within the FP Floodplain Overlay District that additional federal or state permits may be required and require that copies of any permits or permit applications for activities on the proposed site be provided and maintained on file with the flood coordinator.
- c. To notify adjacent communities and the State Coordinator for the National Flood Insurance Program of the South Carolina Department of Natural Resources, Land, Water and Conservation Division, prior to any alteration or relocation of a watercourse, and to submit evidence of such notification to FEMA.
- d. To prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 26-106 of this chapter are met.
- e. Where interpretation is needed as to the exact location of the boundaries of special flood hazard areas (for example, where there appears to be a

conflict between a mapped boundary and actual field conditions), to make the necessary interpretation.

- f. When base flood elevation data and floodway data have not been provided in accordance with Section 26-106 of this chapter, to obtain, review, and reasonably utilize the best available base flood elevation data and floodway data available from a federal, state or other source at his/her discretion, in order to administer the provisions of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- g. When a regulatory floodway has not been designated, the flood coordinator must require that no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted within Zones AE and A1-30 on the community's FIRM, unless it is demonstrated by an engineer registered with the state, that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point within the community more than one (1) foot.
- h. Mail annually a notice to owners or occupants of structures within or touched by the regulatory floodplain areas, to provide information as to the status of the flood hazard for each property.
- i. To serve notices of violation, issue stop work orders, revoke or suspend permits and take corrective actions for violations of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- j. To maintain all records pertaining to the administration of Section 26-36, Section 26-61, 26-106, and Section 26-202, and to make these records available for public inspection.
- k. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-61, Review in FP Floodplain Overlay District; is hereby amended to read as follows:

**Sec. 26-61. Review in FP Floodplain Overlay District.**

- (a) *Purpose.* A floodplain development permit is required in conformance with the provisions of this chapter (particularly Section 26-106) prior to the commencement of any development activities in the FP Overlay District. The purpose of this permit is to ensure that compliance with all regulations concerning floodplain development is achieved.
- (b) *Pre-application procedure.* No pre-application conference is required prior to applying for a floodplain development permit. Applicants are encouraged to call or visit the county's flood coordinator prior to requesting a floodplain development permit to determine what information is required for the application.
- (c) *Plan submittal.* Application for a floodplain development permit shall be made to the flood coordinator on forms furnished by the county or through the county's electronic permitting system. The scaled plans shall include, but are not limited to: the nature, location, dimensions, and elevations of the project area; existing and proposed structures; and the location of fill and compensation areas. Specifically the following information is required:
  - (1) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency. The plot plan must be prepared by or under the direct supervision of a South Carolina licensed registered land surveyor or professional engineer and certified by such professional. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency.
  - (2) When base flood elevation data is available, plan submittal for a development permit within the flood hazard area shall show:
    - a. The elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
    - b. If the structure will be flood-proofed in accordance with the Non-Residential Construction requirements, must include the elevation to which the structure will be flood-proofed.
  - (3) When base flood elevation data is not available, the provisions in the standards for streams without estimated base flood elevations and floodways must be met. (Section 26-106(e))

The information submitted for the permit shall be certified by a South Carolina licensed registered land surveyor, engineer, or architect authorized by law to certify the required information and plans.



- (d) *Staff review.* The county flood coordinator shall review all applications for a flood development permit and approve or deny such applications. Approval or denial of a flood development permit shall be based on all applicable provisions of this chapter and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage;
  - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (3) The danger that material may be swept onto other lands to the injury of others;
  - (4) The compatibility of the proposed use with existing and anticipated development;
  - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of roads and bridges and public utilities and facilities such as sewer, gas, electrical and water systems; and
  - (7) The relationship of the proposed use to any comprehensive planning document for that area.
- (e) *Public notification.* No public notification is required for floodplain development permit issuance.
- (f) *Formal review.* No formal review is required for floodplain development permit review.
- (g) *Variances.* The variance procedure for floodplain management shall be reviewed as set forth under Section 26-57 of the County Land Development Code.
- 1) The board of zoning appeals shall not grant a variance unless and until all the criteria found in Subsection 26-61(g)(2) and the following criteria are met:
    - (a) That there are extraordinary and exceptional conditions pertaining to the particular piece of property; and
    - (b) That these conditions do not generally apply to other property in the vicinity; and
    - (c) That because of these conditions, the application of this chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and

- (d) That the authorization of a variance will be of no detriment to adjacent property or to the public good, the granting of the variance will not harm the character of the district.

2) The following special uses shall be allowed with an approved variance:

- a) Historic Structures – A floodplain development permit shall be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. A historic structure is defined as buildings listed in or that are eligible for listing the National Register of Historical Places, or designated as historic under an appropriate state or local law.
- b) Agricultural Structures – A floodplain development permit shall be issued to wet floodproof an agricultural structure provided it is used solely for agricultural purposes.

In order to minimize flood damages during the base flood and the threat to public health and safety, the following requirements must be met:

- i. Use of the structure must be limited to agricultural purposes as listed below:
  - a. Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
  - b. Steel grain bins and steel frame corncribs,
  - c. General-purpose barns for the temporary feeding of livestock that are open on at least one side;
- ii. The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
- iii. The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
- iv. The agricultural structure must meet the venting requirement as outlined Section 26-106(d) (2) (b) of this ordinance.

- v. Any mechanical, electrical, or other utility equipment must be located a minimum of 2 feet above the base flood elevation (BFE) or be contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions.
- vi. The agricultural structure may not be constructed in the floodway.
- vii. Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

Findings - Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance.

Conditions - Upon consideration of the factors listed above and the purposes of this ordinance, the board of zoning appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

- (a) Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
- (b) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (c) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (d) The local floodplain manager shall maintain the records of all appeal actions and report any special exceptions to the Federal Emergency Management Agency (FEMA) upon request.
- (e) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance.
- (f) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the

elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk. Such notification shall be maintained with a record of all variance actions.

- (h) *Appeals.* The Richland County Administrator shall hear and decide appeals from determinations made by the flood coordinator. Any owner who has received a decision from the coordinator may appeal this decision to the Richland County Administrator by giving notice of appeal in writing to the flood coordinator within twenty (20) days following issuance of the decision. In the absence of an appeal, the order of the flood coordinator shall be final. The Richland County Administrator shall hear an appeal within a reasonable time and may affirm, modify and affirm, or reverse the decision of the coordinator. Written record of the appeal decision shall be provided by the Richland County Administrator to the flood coordinator.
- (i) *Permit validity.* The effective date of a floodplain development permit shall be the date as stamped on the permit. Permits shall be valid only when signed by the flood coordinator. Any floodplain development permit issued shall become invalid if the authorized work is not commence within twelve (12) months after the issuance of the permit, or if the authorized work is suspended or abandoned for a period of twelve (12) months after the time of commencing the work, unless an extension has been granted in writing by the flood coordinator.
- (l) *Interpretation.* In the interpretation and application of Section 26-106, all provisions shall be considered as minimum requirements, liberally construed in favor of Richland County, and deemed neither to limit nor repeal any other powers granted under State law. Section 26-106 is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the provisions of Section 26-106 and another provision conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION IX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (b), *Applicability/establishment*; is hereby amended to read as follows:

- (b) *Applicability/establishment.* The FP Overlay District shall function as an overlay district providing additional requirements to the regulations of the underlying general use zoning classification(s). It shall be applied to those areas designated on the Federal Emergency Management Agency's Flood Insurance Study, dated December 21, 2017, with accompanying Flood Insurance Rate Maps (FIRM), dated December 21, 2017, as areas of special flood hazard. In addition to other required development approvals, development applicants subject to the FP Overlay District must also receive a floodplain development permit from the county's flood coordinator. Review of developments subject to these requirements shall be conducted as part of the review for a grading or land development permit, whichever is applicable.

SECTION X. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District;

Subsection (c), Permitted Uses, Permitted Uses with Special Requirements; is hereby amended to read as follows:

- (c) *Permitted uses, permitted uses with special requirements, and special exceptions.*
  - (1) *General:* Any use permitted outright, with special requirements, or permitted as an accessory use in the general use district(s) to which the FP Overlay District is affixed to, is permitted; provided that such use complies with all applicable regulations set forth below and in the other sections of this chapter. (See however, restrictions for development in the designated floodway as set forth in subsection (d) (2) h. below). All applications for land development permits for uses permitted in the FP Overlay District shall be reviewed by the flood coordinator in accordance with the requirements of subsection (d) below. Before the planning department may issue a land development permit, a floodplain development permit must be issued. The findings and recommendations of the flood coordinator shall be binding upon the planning department unless otherwise appealed.
  - (2) *Permitted special exceptions.* Any use listed as a special exception in the general use district(s) to which the FP Overlay District is affixed to may be permitted by the Richland County Board of Zoning Appeals as set forth in Section 26-56 of this chapter; provided that such uses comply with all applicable regulations set forth below and in the other sections of this chapter. (See, however, restrictions for development in the designated floodway as set forth in subsection (d) (2) h. below). All applications for special exceptions in the FP Overlay District shall be reviewed by the flood coordinator prior to review by the board of zoning appeals in accordance with the requirements of subsection (d) below. Before the board of zoning appeals may approve a special exception, a floodplain development permit must be issued. The findings and recommendations of the flood coordinator shall be binding upon the board of zoning appeals.

SECTION XI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (1), General Standards; is hereby amended to read as follows:

- (1) *General standards.*
  - a. Before a permit is issued, the applicant shall demonstrate that encroachments onto the floodplain are minimized. New development, if permitted in the area of special flood hazard, shall minimize disruption to shorelines, stream channels, stream banks, and the regulatory floodway. As used in this paragraph, the term “minimize” shall mean the lowest degree of interruption (i.e. the uniformity or continuity) to the natural course of action or activity. All permit applications will be reviewed to determine whether proposed building sites will be reasonably safe from flooding.

- b. *Anchoring.* All new construction and substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structures.
- c. *Materials/methods to be used.* All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- d. *Electric, ventilation, plumbing, heating, and air conditioning equipment.* Electric, ventilation, plumbing, heating, and air conditioning equipment (including ductwork), and other service facilities, shall be designed and elevated two (2) feet above the base flood elevation so as to prevent water from entering or accumulating within the components during conditions of flooding as specifically provided for below:
  - 1. *When not substantial improvement.* The replacement of existing electrical, ventilation, plumbing, heating, and air conditioning equipment (including ductwork) and other service facilities, that do not constitute a substantial improvement, are encouraged to be elevated at least two (2) feet above the base flood elevation, but they may be located at the original location and elevation.
  - 2. *New construction and substantial improvement.* All electrical, ventilation, plumbing, heating, and air conditioning equipment (including ductwork), and other service facilities, for new construction and substantial improvement must be elevated at least two (2) feet above the base flood elevation.
  - 3. *Outdoor faucets.* The requirements listed above do not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc. as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building.
- e. *Water and sanitary sewage systems.* All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the sanitary sewage systems into flood waters.

- f. *On-site waste disposal systems.* On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- g. *Foundation systems.* Hydrodynamic pressure must be considered in the design of any foundation system when velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five (5) feet per second), foundation systems other than solid foundation walls should be considered so that obstructions to damaging flood flows are minimized.
- h. *Non-conforming buildings or uses (see also Article X. of this chapter on nonconforming uses generally).* Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this section. Provided, however, nothing in this section shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, if the bulk of the building or structure below base flood elevation in the floodway is not increased, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this section. Reconstructions or replacements of existing buildings or structures shall be placed with their longitudinal axis parallel to the predicted direction of the flow of flood waters or be placed so that their longitudinal axis are on lines parallel to those of adjoining structures so as to offer the minimum resistance to the flow of floodwaters.
- i. *American with Disabilities Act (ADA).* A building must meet the specific standards for floodplain construction as outlined in subsection (d) (2) below, as well as any applicable ADA requirements. The cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.
- j. *Watercourse alterations and maintenance.* In addition to the notifications required for watercourse alterations per Section 26-36 (a) (2) c., a maintenance requirement will be included in Floodplain Development Permits whenever a watercourse is altered or relocated within a Special Flood Hazard Area. Such maintenance activities shall ensure that the flood-carrying capacity of the watercourse is not diminished, and shall consist of periodic inspections, and routine channel clearing and dredging, or other related functions. In addition, the permittee shall keep a written record describing all maintenance activities performed, the frequency of performance, and the name of the person(s) responsible for such maintenance and

provide copies to the Flood Coordinator. The Flood Coordinator shall keep permitting records on file for FEMA inspection.

SECTION XII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph a.; is hereby amended to read as follows:

- a. *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than two (2) feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below.

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph b.; is hereby amended to read as follows:

- b. *Nonresidential construction.* New construction and substantial improvement of any commercial industrial, or nonresidential structure shall have the lowest floor (including basement), or mechanical and utility equipment, elevated no lower than two (2) feet above the level of the base flood elevation or be flood-proofed to a level no lower than two (2) feet above the level of the base flood elevation, provided that all areas of the building (including mechanical and utility equipment) below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below. A South Carolina licensed registered land surveyor, engineer, or architect authorized by law to certify such information shall certify that the standards of this subsection are satisfied. Flood-proofed structures shall have an approved maintenance plan with an annual exercise as required by FEMA. The maintenance plan must be approved by the flood coordinator and notification of the annual exercise shall be provided to same.

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph f., Elevated Buildings; is hereby amended to read as follows:



- f. *Elevated buildings.* New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls and are used solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and are subject to flooding, shall be designed to preclude finished space and shall be designed to automatically equalize flood forces on exterior walls by allowing for the entry and exit of floodwaters.
1. *Designs for elevated buildings.* Designs for complying with this requirement must either be certified by a South Carolina licensed registered land surveyor, engineer, or architect authorized by law to certify such information, or meet the following minimum criteria:
    - [a] Provide a minimum of two (2) openings on different walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
    - [b] The bottom of all openings shall be no higher than one (1) foot above grade;
    - [c] Only the portions of openings that are below the base flood elevation can be counted towards the required net opening amount;
    - [d] Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions, including engineered vents; and
    - [e] Fill placed around foundation walls shall be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
  2. *Access to enclosed area.* Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standards exterior door) or entry to the living area (stairway or elevator).
  3. *Interior portion of enclosed area.* The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a limited storage area. In addition, the interior portion must be void of utilities, except for essential

lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation as specified in subsections (d) (2) a., b., and d., above.

4. *Construction materials.* All construction materials below the required lowest floor elevation, as specified in subsections (d) (2) a., b., and d. above, shall be of flood resistant materials.

SECTION XV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph g., Temporary Structures; is hereby deleted in its entirety; and all subsequent subparagraphs shall be re-alphabetized in correct alphabetical order.

SECTION XVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; new Subparagraph g., Accessory Structures; is hereby amended to read as follows:

- g. *Accessory structures.* An accessory structure greater in value than ten thousand dollars (\$10,000) or larger than 600 sq. feet, must comply with the construction requirements of subsections (d) (2) a. and b., above. When an accessory structure used for limited storage or parking, (valued at less than \$10,000) and smaller than or equal to 600 square feet, is placed in the floodplain, the following criteria shall be met:
  1. *One-story.* Accessory structures shall be no higher than a single-story building.
  2. *Not for habitation.* Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas);
  3. *Flood damage potential.* Accessory structures shall be designed to have low flood damage potential;
  4. *Placement.* Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
  5. *Anchoring.* Accessory structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure;

6. *Service facilities.* Service facilities, such as electrical and heating equipment, shall be installed in accordance with subsection (d) (1) f. above; and
67. *Openings.* Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with subsection (d) (2) f. above.

SECTION XVII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; new Subparagraph i., Fill; is hereby amended to read as follows:

- i. *Fill.* Fill is the placement of natural sands, dirt, soil, or rock above the natural grade in order to raise the elevation of the ground. Dredged material may only be used as fill upon certification of suitability by a South Carolina licensed registered professional geotechnical engineer. The use of fill shall be limited to the elevation of individual structures (including garages and garage aprons), utilities, infrastructure, and public road crossings. Other methods of elevating structures should be considered first.
  1. To allow the elevation of individual structures, the amount of fill used shall be the minimum necessary. Floodplain authorization for fill shall be based on findings by the county engineer that the minimum fill being used for raising the structure is the most feasible alternative.
  2. Fill, if approved, shall meet the following conditions:
    - [a] The flood storage capacity of the floodplain shall not be affected and flood heights shall not be increased. The space occupied by the authorized fill below Base Flood Elevation for all encroachment within the special flood hazard areas within unincorporated Richland County, with the exception of the special flood hazard area adjacent to Lake Murray, shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the Base Flood Elevation. All such excavations shall be constructed to drain freely to the watercourse.
    - [b] Flooding from any source shall not be increased for neighboring properties. Neighboring and adjacent properties shall not be adversely affected in any way nor shall drainage problems be caused or aggravated as a result of fill.

- [c] Fill shall not be placed in the floodway except for essential utilities and necessary infrastructure, and must meet the approval of the county engineer.
  - [d] Fill shall not be placed in nontidal wetlands without the required state and federal permits.
3. In the event buildings on adjacent properties are known or determined to be subject to flooding under current conditions, the county engineer may require submission of hydrologic and hydraulic analyses to adequately demonstrate that the effects of the proposed fill will not increase flooding on neighboring properties. Additional fill for landscaping purposes is not permitted. Landscaping mulch (tree bark or pine needles) is not considered fill and is allowed.
4. Where allowed, fill material shall meet the following additional requirements:
- [a] Fill material shall be compacted to 95% of the maximum density, obtainable with the standard proctor test method issued by The American Society For Testing And Materials (ASTM standard D-698) to provide the necessary stability and resistance to erosion, scouring or settling.
  - [b] Fill shall be performed in such manner as to maintain or increase flood storage and conveyance capacity, and to not increase FEMA base flood elevations, nor to have an adverse impact on neighboring properties.
  - [c] All fill placed at or below the flood elevation in the floodplain shall be balanced with at least an equal amount of soil material removal from the same parcel(s) or from sub-watershed for all special flood hazard areas within unincorporated Richland County, with the exception of the special flood hazard area adjacent to Lake Murray. Compensatory storage required to offset floodplain fill must be created before the project begins and should be available throughout the construction period. The required volume of compensatory storage must be provided within the project boundary.
  - [d] Excavation shall not be counted as compensating for fill if such areas will be filled with water in non-storm conditions.

[e] Fill shall be performed in a manner to maintain or increase slope stability and maintain or decrease erosive velocities. Fill slopes shall be no greater than two (2) horizontal to one (1) vertical. Flatter slopes may be required where velocities may result in erosion.

[f] Applicants must submit an as-built survey certification by a South Carolina registered professional engineer that demonstrates that the required volume of storage has been created on site in order to ensure no net loss as outlined and demonstrated per the approved plans.

5. Any change in the flood flow within a regulatory floodplain through fill must be submitted and approved through the FEMA “Letter of Map Revision” process in addition to review by the flood coordinator and county engineer.

6. A South Carolina registered professional engineer shall certify that all of the above standards and requirements within this subsection 26-106 (i) have been met.

SECTION XVIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (e), Standards for Streams Not Having Established Base Flood Elevations and/or Floodways; is hereby amended to read as follows:

(e) *Standards for streams not having established base flood elevations and floodways.* Located within the areas of special flood hazard are small streams where no base flood elevation data have been provided and where no floodways have been identified. The following provisions shall apply to these areas:

No encroachments, including fill, new construction, substantial improvement, or other development shall be permitted within one hundred (100) feet of the stream bank unless certification (with supporting technical data by a South Carolina licensed registered land surveyor, engineer, or architect authorized by law to certify such information) is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Such data shall be submitted to the flood coordinator.

(1) *Standards for determining a Base Flood Elevation.* When base flood elevation (BFE) data is not available from a federal, state or other source one of the following methods may be used to determine a BFE. For further information regarding the methods for determining the BFEs listed below, refer to FEMA’s manual *Managing Floodplain Development in Approximate Zone A Areas*:

- a. Contour Interpolation
    - 1. Superimpose approximate zone A boundaries onto a topographic map and estimate a BFE.
    - 2. Add one-half of the contour interval of the topographic map that is used to the BFE.
  - b. Data Extrapolation – A BFE can be determined if a site within 500 feet upstream of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to downstream reaches. No hydraulic structures shall be present.
  - c. Hydrologic and Hydraulic Calculations – Perform hydrologic and hydraulic calculations to determine the BFEs using FEMA approved methods and software.
- (f) *Standards for streams with established base flood elevations without floodways.*  
 Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the Flood Insurance Rate Map (FIRM) or in the Flood Insurance Study (FIS).

No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. Any increase shall not adversely impact any portion of the community.

SECTION XIX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (f), Standards for Subdivision/Planned Development Community/Large-Scale Development Proposals; Paragraph (1), General; is hereby amended to read as follows:

- (1) *General.* All subdivisions, planned development communities, and large-scale development proposals shall be consistent with the need to minimize or eliminate flood damage. In all areas where base flood elevation data are is not available, applications for subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less, shall include a hydrologic and hydraulic analysis that generates base flood elevations. In lieu of the aforementioned, the entire Zone A special flood

hazard area shall be placed in a perpetual deeded open space with no future construction authorized.

SECTION XX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (g), Standards for Areas of Shallow Flooding (AO and AH Zones); is hereby amended to read as follows:

- (h) *Standards for areas of shallow flooding (AO and AH Zones).* Located within the areas of special flood hazard are areas designated as shallow flooding. The following provisions shall apply within such areas:
  - (1) *Residential structures.* All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM. If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.
  - (2) *Nonresidential structures.* The lowest floor (including the basement) for all new construction and substantial improvements of nonresidential structures shall meet one of the following standards:
    - a. *Elevation.* The nonresidential structures(s) shall be elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM. If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade; or,
    - b. *Construction.* The nonresidential structure(s), together with attendant utility and sanitary facilities, must be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A South Carolina licensed registered land surveyor, engineer or architect authorized by law to certify such information shall submit a certification to the flood coordinator that the standards of this section are satisfied. There shall be adequate drainage paths around structures on slopes to guide floodwaters around and away from the proposed structures.
  - (3) *Slopes.* All structures on slopes must have drainage paths around them in order to guide water away from such structure; provided, however, such drainage paths must not adversely affect adjacent properties. (Design information is defined in the Richland County Stormwater Design Manual)

SECTION XXI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (1), General Standards; is hereby amended to read as follows:

- (1) *General standards.* All levees protecting residential structures or nonresidential structures that are not flood-proofed shall be designed, constructed, and maintained to provide protection against the 500-year flood, plus three (3) feet of freeboard. Flood elevations shall be as shown on the latest Flood Insurance Rate Maps as determined by appropriate hydrologic methods. Any levee constructed or improved under this subsection shall also comply with the other applicable provisions of Section 26-202 of this chapter.

SECTION XXII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (2), Specific Standards; Subparagraph a., Design and Construction; is hereby amended to read as follows:

- a. *Design and construction.* Design and construction shall be in accordance with the latest edition of the U.S. Army Corps of Engineers' (USACE's) Manual EM 1110-2-1913 Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the latest edition of the USACE's Manual EM 1110-2-1413 Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the U.S. Army Corps of Engineers.

SECTION XXIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (2), Primary Drainage Channel Requirements; Subparagraph d., Areas of Special Flood Hazard; is hereby amended to read as follows:

- d. *Areas of special flood hazard.* In areas of special flood hazard, final grading of all lots and building sites for new construction or substantial improvement shall provide for elevation on fill, pilings, or earth filled curtain walls of the lowest habitable floor to at least two (2) feet above the 100-year flood elevation. Where fill is used to meet this requirement, the area two (2) feet above the 100-year flood elevation shall extend at least ten (10) feet from each side of the building pad. Certain types of non-residential structures are permitted within the floodplain if properly "flood-proofed" in compliance with Section 26-106 (d) of this chapter and all applicable building code requirements.

SECTION XXIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and



SWPPs; Subsection (c), Requirements and Standards; Paragraph (2), Primary Drainage Channel Requirements; Subparagraph g., Structures or Obstructions in Regulatory Floodway; Clause 1.; is hereby amended to read as follows:

1. Such proposed impediment is a permitted use pursuant to Section 26-106 (d) of this chapter; or

SECTION XXV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (3), Secondary Drainage Channel and Surface Requirements; Subparagraph d., Areas of Special Flood Hazard; is hereby amended to read as follows:

- d. *Areas of special flood hazard.* In areas of special flood hazard, final grading of all lots and building sites for new construction, or substantial improvement of residential structures, shall provide for elevation on fill, pilings, or earth filled curtain walls of the lowest habitable floor to at least two (2) feet above the 100-year flood elevation. Where fill is added to meet this requirement, the area two (2) feet above the 100-year flood elevation shall extend at least ten (10) feet from each side of the building pad. Certain types of structures are permitted within the floodplain if properly “flood-proofed” in compliance with Section 26-106 (d) of this chapter and all applicable building code requirements.

SECTION XXVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (5), Design Criteria for Improvements; Subparagraph d., Levees; Clause 1., USACE Manuals; is hereby amended to read as follows:

1. *USACE Manuals.* Design and construction shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1913 Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1413 Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he/she has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the corps of engineers

SECTION XXVII. 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 XXVIII. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION XXIX. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Joyce Dickerson, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Michelle Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       October 24, 2017  
First Reading:       October 24, 2017  
Second Reading:     November 7, 2017  
Third Reading:       November 14, 2017

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the "2015 Richland County Comprehensive Plan - Putting the Pieces in Place", adopted on March 17, 2015, by incorporating the "Capital City Mill District Area and Corridor Plan" into the plan

**Notes:**

First Reading: October 24, 2017  
Second Reading: November 7, 2017  
Third Reading: November 14, 2017 {Tentative}  
Public Hearing: October 24, 2017

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

AN ORDINANCE AMENDING THE “2015 RICHLAND COUNTY COMPREHENSIVE PLAN – PUTTING THE PIECES IN PLACE”, ADOPTED ON March 17, 2015, BY INCORPORATING THE “CAPITAL CITY MILL DISTRICT AREA AND CORRIDOR PLAN” INTO THE PLAN.

WHEREAS, on March 17, 2015, Richland County Council adopted the “2015 Richland County Comprehensive Plan – Putting the Pieces in Place” pursuant to S.C. Code Section 6-29-310, et al. (Ordinance No. 076-09HR); and

WHEREAS, Section 6-29-520 (B) of the South Carolina Code of Ordinances 1976, as amended (South Carolina Local Government Comprehensive Planning and Enabling Act of 1994, as amended), requires that recommendations for amendments to the Comprehensive Plan must be by Resolution of the Planning Commission; and

WHEREAS, the Richland County Planning Commission has unanimously approved a Resolution recommending that County Council adopt the “Capital City Mill District Area and Corridor Plan”, dated September 2017; and

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, be it enacted by the County Council for Richland County as follows:

SECTION I. The “2015 Richland County Comprehensive Plan – Putting the Pieces in Place” is hereby amended by the incorporation of the “Capital City Mill District Area and Corridor Plan”, dated September 2017, and which is on file in the Community Planning and Development Department, into the Plan.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after November 14, 2017.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Joyce Dickerson, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

Public Hearing:       October 24, 2017  
First Reading:       October 24, 2017  
Second Reading:     November 7, 2017  
Third Reading:       November 14, 2017

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of an amendment to the July 28, 2009 Fee Agreement effecting a conversion of that certain lease agreement dated as of December 15, 1999 between Unum Group, Colonial Life & Accident Insurance Company, and Unum Life Insurance Company of America, and Richland County, South Carolina; and other related matters

**Notes:**

First Reading: October 17, 2017  
Second Reading: November 7, 2017  
Third Reading: November 14, 2017 {Tentative}  
Public Hearing: November 7, 2017

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE JULY 28, 2009 FEE AGREEMENT EFFECTING A CONVERSION OF THAT CERTAIN LEASE AGREEMENT DATED AS OF DECEMBER 15, 1999 BETWEEN UNUM GROUP, COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, AND UNUM LIFE INSURANCE COMPANY OF AMERICA AND RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER RELATED MATTERS.**

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

WHEREAS, the July 28, 2009 Fee Agreement effecting a conversion of that certain Lease Agreement dated as of December 15, 1996 (the “Older FILOT Agreement”) was entered into by and among UNUM Group, Colonial Life & Accident Insurance Company, and UNUM Life Insurance Company of America (collectively, the “Company”) and the County;

WHEREAS, the Company significantly exceeded both the projected investments referenced in the Older FILOT Agreement, and the investments referenced in a subsequent Fee Agreement entered into among the County and the Company as of July 28, 2009 (the “Newer FILOT Agreement”), and has to date placed in service investments in the County of \$725 million and presently employs 1,140 people in the County;

WHEREAS, the Company anticipates making additional investments of approximately \$6 million in the County during the period next three years;

WHEREAS, the period under the Older FILOT Agreement during which fee-in-lieu of tax (“FILOT”) payments may be made with respect to property placed in service under the Older FILOT Agreement will expire absent an amendment (the “Amendment”) to that FILOT Agreement to extend that period, as authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “FILOT Act”);

WHEREAS, at the request of the Company and as an inducement to the Company to make the above-referenced additional investment and to continue its operations and employment in the County, the County desires to enter into the Amendment with the Company, the final form of which Amendment is attached as Exhibit A (“Amendment”), pursuant to which the County will extend by ten years the period under the Older FILOT Agreement that the Company can make FILOT Payments with respect to property placed in service under that Agreement.

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

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

(a) The anticipated additional investment will provide a substantial public benefit to the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

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

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

(d) The benefits of the anticipated additional investment to the public are greater than the costs to the public.

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

**Section 3. Further Assurances.** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Amendment.

**Section 4. 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 5. General Repealer.** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. 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:      October 17, 2017  
Second Reading:   November 7, 2017  
Public Hearing:     November 7, 2017  
Third Reading:



**EXHIBIT A**  
**FORM OF AMENDMENT**

~#4830-7630-6257 v.1~

## **FIRST AMENDMENT TO FEE AGREEMENT**

THIS FIRST AMENDMENT (this “Amendment”) to the July 28, 2009 Fee Agreement effecting a conversion of that certain Lease Agreement dated as of December 15, 1996 (the “Older FILOT Agreement”) among RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County; UNUM GROUP, a corporation organized and existing under the laws of the State of Delaware; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of the State of South Carolina; and UNUM LIFE INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Maine (collectively referred to herein as the “Company”) is made and entered into as of \_\_\_\_\_, 2017.

### **WITNESSETH:**

WHEREAS, the County and the Company entered into the Older FILOT Agreement;

WHEREAS, the Company significantly exceeded both the projected investments referenced in the Older FILOT Agreement, and the investments referenced in a subsequent Fee Agreement entered into among the County and the Company as of July 28, 2009 (the “Newer FILOT Agreement”), and has to date placed in service investments in the County of \$725 million and presently employs 1,140 people in the County;

WHEREAS, the Company anticipates making additional investments of approximately \$6 million in the County during the next three years;

WHEREAS, the period under the Older FILOT Agreement during which fee-in-lieu of tax (“FILOT”) payments may be made with respect to property placed in service under the Older FILOT Agreement will expire absent an amendment (the “Amendment”) to that FILOT Agreement to extend that period, as authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “FILOT Act”);

WHEREAS, the County, at the request of the Company and in order to induce the Company to make the above referenced additional investment and to continue its operations and employment in the County, wishes to provide such an extension; and

WHEREAS, pursuant to an Ordinance dated \_\_\_\_\_, 2017, the County Council authorized the Amendment, and the County and the Company now desire to enter into the Amendment.

NOW, THEREFORE, in consideration of the above and other value, the County and the Company agree as follows:

1. Section 6.1(d) of the Older FILOT Agreement is hereby amended by inserting the number “30” in place of the number “20.”
2. Section 6.3 of the Older FILOT Agreement is hereby amended by inserting the number “30” in place of the number “20” and by inserting the word “twenty-ninth” in place of the word “nineteenth.”
3. The County agrees that if and to the extent that the amendments to the Older FILOT Agreement set forth in Sections 1 and 2 of this Amendment are found to be invalid or otherwise do not provide the Company with the economic benefit it is intended to receive therefrom, the savings lost as a result of such invalidity may be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County may provide a special source revenue credit or infrastructure improvement credit, as authorized under Title 4, Chapters 1 and 29 and Title 12, Chapter 44, Code of Laws of South Carolina, as amended (the “Multi-County Park Law”), against all fee-in-lieu of tax payments to be made by the Company under the Multi-County Park Law in an amount equal to the amount that the Company would have received but for such invalidity, to the maximum extent permitted by law.
4. This Amendment controls over any contrary or inconsistent provision of the Older FILOT Agreement. Every provision of the Older FILOT Agreement not amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Richland County, South Carolina, the UNUM GROUP, COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, and UNUM LIFE INSURANCE COMPANY OF AMERICA, pursuant to due authority, have executed this Amendment as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

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

Chair  
Richland County Council

ATTEST:

\_\_\_\_\_  
Clerk to Council

UNUM GROUP

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

COLONIAL LIFE & ACCIDENT INSURANCE  
COMPANY

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

UNUM LIFE INSURANCE COMPANY OF  
AMERICA

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

~#4831-2630-9456 v.2~

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of an amendment to a 2014 Fee Agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc. to provide for certain infrastructure credits; and other related matters

**Notes:**

First Reading: October 17, 2017

Second Reading: November 7, 2017

Third Reading: November 14, 2017 {Tentative}

Public Hearing: November 7, 2017

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A 2014 FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, THE RITEDOSE CORPORATION AND TRC PROPCO, INC. TO PROVIDE FOR CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

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

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

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property 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 (“Infrastructure”);

WHEREAS, the County, the Ritedose Corporation (“Sponsor”) and TRC Propco, Inc. (“Sponsor Affiliate”) (collectively referred to herein as the “Companies”) entered into a September 16, 2014 Fee Agreement with the County concerning the Companies’ project in Richland County (“Project”);

WHEREAS, the Companies are now considering the location of an expansion project in the County (the “Expansion Project”) and, in that connection, are considering investing an additional \$10 million in real or personal property over and above the \$90 million to be invested by the Companies in the Project under the Fee Agreement; and

WHEREAS, at the Companies’ request and in order to induce and support the Companies in connection with the Expansion Project, the County desires to enter into an amendment to the Fee Agreement, the final form of which amendment is attached hereto as Exhibit A (“Amendment”), pursuant to which the County will provide certain Infrastructure Credits to the Companies as described in the Amendment, to assist in paying the cost of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Companies, County Council evaluated the Expansion Project based on relevant criteria including the purposes the

Expansion Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

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

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

**Section 3. *Inclusion within the Park.*** To the extent not already included in the Park, the expansion of the Park boundaries to include the Expansion Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries to include the Expansion Project. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by Fairfield County Council.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading:      October 17, 2017  
Second Reading:   November 7, 2017  
Public Hearing:     November 7, 2017  
Third Reading:



**EXHIBIT A**  
**FORM OF AMENDMENT**

~#4828-9628-2449 v.1~

## **FIRST AMENDMENT TO FEE AGREEMENT**

THIS FIRST AMENDMENT (this “Amendment”) to the September 16, 2014 Fee Agreement (“Fee Agreement”) among Richland County, South Carolina (the “County”), The Ritedose Corporation (the “Company”) and TRC Propco, Inc. (the “Sponsor Affiliate”) (collectively, the “Parties”) is effective as of \_\_\_\_\_, 2017.

WITNESSETH:

WHEREAS, the County, the Company and the Sponsor Affiliate entered into the Fee Agreement;

WHEREAS, based upon the decision by the Company to locate an expansion project in the County at a new site (the “New Site”) and, in that connection, to invest an additional \$10 million in real or personal property at the New Site (over and above the \$90 million to be invested by the Company and the Sponsor Affiliate under the Fee Agreement between January 1, 2013 and December 31, 2021), the County Council desires to provide certain benefits to the Company and the Sponsor Affiliate in addition to those presently provided under the Fee Agreement; and

WHEREAS, pursuant to an Ordinance dated \_\_\_\_\_, 2017 (the “Ordinance”), the County Council authorized this Amendment, and the County, the Company and the Sponsor Affiliate now desire to enter into this Amendment.

NOW, THEREFORE, in consideration of the above and other value, the Parties hereby agree as follows:

1. A new Section 5.7 shall be added to the Fee Agreement, as follows:

### **SECTION 5.7. 2017 Additional Annual Credit.**

- (a) Separate and apart from the Annual Credit provided pursuant to Section 5.2 hereof, the County shall provide an additional annual credit against Payments-in-Lieu-of-Taxes (the “Additional Annual Credit”). The total dollar amount of the Additional Annual Credit shall be \$240,000. The Additional Annual Credit shall be applied in an amount equal to 99% of the Payment-in-Lieu-of-Taxes to be made on the Project by the Sponsor Affiliate beginning with respect to property tax year 2018 (the Payment-in-Lieu-of-Taxes for which will be due and payable by January 15, 2019), and continuing with respect to each subsequent property tax year until the total amount of the \$240,000 Additional Annual Credit has been applied. The Additional Annual Credit shall be applied with respect to each applicable Payment-in-Lieu-of-Tax only after the application of the Annual Credit provided pursuant to Section 5.2 hereof.

- (b) If, by December 31, 2021, the Companies have either (i) not invested at least \$10 million in real or personal property at the New Site (which site is described on the attached “2017 Site Supplement” to Exhibit B of this Fee Agreement and is hereby added as a site within the definition of “Site” as set forth in Section 1.3 of this Fee Agreement or (ii) not invested at least \$100 million in real or personal property in the Project (including the New Site), then the amount of the Additional Annual Credit shall be repaid in its entirety by the Companies to the County by June 1, 2022, without penalty or interest of any kind.
- 2. This Amendment controls over any contrary or inconsistent provision of the Fee Agreement. Every provision of the Fee Agreement not specifically amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Richland County, South Carolina, The Ritedose Corporation and TRC Propco, Inc., pursuant to due authority, have executed this Amendment as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair  
Richland County Council

ATTEST:

\_\_\_\_\_  
Clerk to Council

**THE RITEDOSE CORPORATION**

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

**TRC PROPCO, INC.**

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

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

AN ORDINANCE ALLOWING FOR THE TEMPORARY WAIVER OF BUILDING PERMIT FEES AND PLAN REVIEW FEES FOR HOMEOWNERS, CONTRACTORS, AND “VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTER” (VOAD’S), AND ALLOWING FOR THE TEMPORARY WAIVER OF BUSINESS LICENSE FEES FOR CONTRACTORS AND “VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTER” (VOAD’S).

WHEREAS, the County of Richland has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015; and

WHEREAS, this catastrophic 1,000 year rain event resulted in widespread flooding throughout the County of Richland, causing damage to thousands of structures within the said County; and

WHEREAS, many citizens of Richland County are still in the process of damage control and damage repair; and

WHEREAS, Section 6-50 of the Richland County Code of Ordinances requires that applicants for a building permit must pay a fee prior to being issued a permit to repair or build a structure; and

WHEREAS, Section 16-7 (4) of the Richland County Code of Ordinances stipulates that business license fees shall be reduced or exempted when a building permit is obtained and a fee paid; and

WHEREAS, the current situation, which was created by the severe storms and resultant flooding during October 3, 2015 and immediately thereafter, has resulted in a unique situation wherein damage to structures require immediate and ongoing response and repair; and

WHEREAS, the County Council has determined that it is in the best interest of its citizens to expedite and assist homeowners and business owners affected by the storm to begin, and continue, repairs and rebuilding.

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

SECTION I:

1. The County’s Building Inspections Department and Business Service Center Department shall expeditiously issue permits and/or licenses to homeowners, contractors, and/or

“Volunteer Organizations Active In Disaster” (VOAD’S) to repair damage to structures damaged by the storm during the period of October 3 through October 6, 2015.

2. All applications for building permits, plan reviews, or business licenses for the repair of storm related damage, verified by the Building Inspection Department, shall not require a fee for the permit, plan review, business license, or business license clearance review process, irrespective of any ordinance that states otherwise.
3. The County of Richland re-establishes its commitment to mitigate the illegal performance of services by unlicensed contractors related to the storm damage. The Building Inspection Department will assist citizens with inquiries as to whether the contractor is appropriately licensed by the State of South Carolina, and has the requisite business licenses issued by the County as required by the Richland County Code of Ordinances.

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 Suspended. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby temporarily suspended until June 30, 2019.

SECTION IV. Effective Date. This ordinance shall become effective immediately upon adoption and shall remain in effect until June 30, 2019, at which time it shall have no further effect.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Joyce Dickerson, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Michelle Onley  
Assistant Clerk of Council

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

# Richland County Council Request for Action

**Subject:**

An Ordinance authorizing the issuance and sale of not exceeding \$240,000,000 General Obligation Bond, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the 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: November 7, 2017

Second Reading: November 14, 2017 {Tentative}

Third Reading: December 5, 2017 {Tentative}

Public Hearing: December 5, 2017 {Tentative}

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$240,000,000 GENERAL OBLIGATION BOND, SERIES 2018A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE 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”) for 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 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 Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of 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 Code of Laws of South Carolina 1976, as amended, 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) Pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a referendum (the “Referendum”) was held in the County on November 6, 2012, in which the following questions were submitted to the qualified electors of the County:



**QUESTION 1**

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Richland County, South Carolina (the “County”) for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will be used to pay the costs of administrative expenses and the following projects:

Project 1:       Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.  
Amount: \$656,020,644

Project 2:       Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.  
Amount: \$300,991,000

Project 3:       Improvements to pedestrian sidewalks, bike paths, intersections and greenways.  
Amount: \$80,888,356

YES

NO

**QUESTION 2**

I approve the issuance of not exceeding \$450,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-two (22) years, to fund projects from among the categories described in Question 1 above.

YES

NO

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the imposition of the sales and use tax (the “Sales and Use Tax”) and the issuance of the general obligation bonds.

(f) Pursuant to Section 4-37-30 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. 039-12HR and the successful results of the Referendum, the Sales and Use Tax was imposed in the County on May 1, 2013.

(g) Pursuant to the Referendum question, after deducting administrative expenses and the amount of \$300,991,000 committed to the continued operation of mass transit services, the total of \$736,909,000 or 71% of the proceeds of the Sales and Use Tax is available for debt service on the Bonds (the “Available Revenue”).

[FINDINGS ABOUT LEGAL ACTIONS]

(h) Pursuant to a Resolution adopted by the County Council on November 13, 2012, the County has adopted Written Procedures Related to Tax-Exempt Debt.

(i) It is in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bonds in an amount of not to exceed \$\_\_\_\_\_ to fund projects approved in the Referendum and to pay costs of issuance of the bonds.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the "State"), there is hereby authorized to be issued not exceeding \$\_\_\_\_\_ aggregate principal amount of general obligation bonds of the County to be designated "\$ (amount issued) General Obligation Bonds, (appropriate series designation), of Richland County, South Carolina" (the "Bonds") to fund projects approved in the Referendum and to pay costs of issuance of the Bonds.

The 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 Administrator of the County (the "Administrator") at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator; provided, however, the Administrator is directed to structure the repayment of the Bonds so as to insure that all debt service on the Bonds can be paid in full from Available Revenues.

Both the principal of and interest on the 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.

SECTION 3. Delegation of Authority Relating to the Bonds. County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority with respect to the Bonds: (a) to determine the par amount of the Bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidders therefor in accordance with the terms of the Notices of Sale for the Bonds.

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

SECTION 4. Registration, Transfer and Exchange of 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 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 Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each 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 Bond the Registrar/Paying Agent on behalf of the County shall issue

in the name of the transferee a new fully-registered Bonds or Bond, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bonds surrendered in exchange for a new registered 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 Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such 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 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 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 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 Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 7. 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 Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 8. Mutilation, Loss, Theft or Destruction of Bonds. In case any 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 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 Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute 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 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 Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 9. Execution of Bonds. The 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 of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be

valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 11. Security for Bonds. A sufficient amount of the Available Revenue received by the County from the Sales and Use Tax is pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Also, 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 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, 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 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 13. 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 Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or 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 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 Bonds shall no longer be deemed to be outstanding hereunder, such 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, school districts and political subdivisions; 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 Bond or 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 14. Exemption from State Taxes. Both the principal of and interest on the Bonds and the 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 15. Eligible Securities. The Bonds initially issued (the “Initial 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 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 Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds or, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial or Initial 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 Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial 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 Bonds or, 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 Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository 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 Bond or 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 Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial or Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bond sin 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 Bonds will be issued as one single fully-registered Bond and not issued through the book-entry system.

SECTION 16. Sale of Bonds and, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit B 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 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 17. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds and, respectively, together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”). The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds and, respectively, so that it may be provided to the purchaser of the Bonds and.

SECTION 18. 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 19. Continuing Disclosure. In compliance with the Rule, the County covenants and agrees for the benefit of the holders from time to time of the 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 C 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 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the 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: Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code; and the balance of the proceeds shall be applied for the costs of the Referendum-approved projects and the costs and expenses of issuing the Bonds.

SECTION 21. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds, the and this Ordinance, such notice in substantially 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 22. 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 of the Internal Revenue Code of 1986, as amended (the “IRC”), to reimburse the County from the proceeds of the Bonds for expenditures with respect to the Project (the “Expenditures”). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the 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 projects will be the County's general reserve funds or other legally-available funds.

SECTION 23. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders or Noteholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds and. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the 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 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 24. 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 Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A., The Law Office of Ernest W. Cromartie III, LLC, and The Rutherford Law Firm, LLC as co-bond counsel and Southern Municipal Advisors, Inc., as Municipal Advisor in connection with the issuance of the and the Bonds. The County Attorney's office shall select co-disclosure counsel for the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

SECTION 25. Repeal of Ordinance. The County Council hereby repeals Ordinance No. 038-13HR enacted on July 16, 2013, in its entirety.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the and the 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.

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

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

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

\_\_\_\_\_, 201\_\_:

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

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; the favorable results of a referendum; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 201\_\_\_\_.

[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, 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.

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 the County 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, 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 County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

FORM OF NOTICE OF SALE

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

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2018, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ General Obligation Bonds, Series 2018A, of the County (the "Bonds").

Bids: Bids must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2018; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ 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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The Bonds will bear interest from the date thereof payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the 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 Bonds of that maturity from their date to such maturity date. A bid for less than all the 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 Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds 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 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 Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. 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 3:00 p.m., South Carolina time, on the date of the sale.

Security: A sufficient amount or 71% of the proceeds of the Sales and Use Tax received by the County from the Sales and Use Tax is pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Also, 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 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, 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 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.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$\_\_\_\_\_ General Obligation Bonds, Series 2018A, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The 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, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Series 2016B Bonds is available via the internet at and will be furnished to any person interested in bidding for the Series 2016B Bonds upon request to co-disclosure counsel, \_\_\_\_\_. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Series 2016B Bonds. Persons seeking information should communicate with the County's Co-Bond Counsel, Francenia B. Heizer, Esquire, (803) 799-9800 or [fheizer@mcnair.net](mailto:fheizer@mcnair.net) or with the County's Municipal Advisor, Teressa L. Cawley, President, Southern Municipal Advisors, Inc., (864) 269-5196 or [mercythrone@aol.com](mailto:mercythrone@aol.com).

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 Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the 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.

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

“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 2016A Bonds and the 9-digit CUSIP numbers for all 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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any 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 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 Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the 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 with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following 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.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

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 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 Bonds, or other material events affecting the tax status of the 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 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 Bonds and the 9-digit CUSIP numbers for the 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 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the 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 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 Bonds or under any other document relating to the 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 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 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 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 Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the 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: \_\_\_\_\_

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:	_____
CUSIP Number:	_____	CUSIP Number:	_____
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CUSIP Number:	_____	CUSIP Number:	_____
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 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, \_\_\_\_\_, 2017, 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 (the "Ordinance") providing for the issuance and sale of not to exceed \$2 \_\_\_\_\_ General Obligation Bonds, Series 2018, or such other appropriate series designation (the "Bonds), of the County, the proceeds of which will be used for: (i) funding projects approved in the referendum held in the County on November 6, 2012, imposing a one percent (1%) sales and use tax (the "Sales and Use Tax"); (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

A sufficient amount of the Available Revenue (defined in the Ordinance) received by the County from the Sales and Use Tax is pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Also, 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 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, 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 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 Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,  
SOUTH CAROLINA

## Richland County Council Request for Action

**Subject:**

Authorizing (1) the execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the "County"), and Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils L.L.C., acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), in connection with certain additional investment to be located in the County; and (2) other matters related thereto

**Notes:**

First Reading: November 7, 2017

Second Reading: November 14, 2017 {Tentative}

Third Reading: December 5, 2017 {Tentative}

Public Hearing:

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

**AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE “COUNTY”), AND CONSTANTIA BLYTHEWOOD, LLC, F/K/A CONSTANTIA HUECK FOILS L.L.C., ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE “COMPANY”), IN CONNECTION WITH CERTAIN ADDITIONAL INVESTMENT TO BE LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Richland County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”, and, together with the Negotiated FILOT Act, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (each a “Park”) in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

**WHEREAS**, the County, pursuant to the Negotiated FILOT Act and an Ordinance duly enacted by the Council on December, 11, 2012, previously entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of December 1, 2012 (the “Fee Agreement”) with the Company, pursuant to which the Company agreed to make, and the County agreed to accept, certain negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to the establishment and/or expansion of certain manufacturing and related facilities located within the County (as further so defined in the Fee Agreement, the “Project”); and

**WHEREAS**, Constantia Blythewood, LLC (the “Company”), a limited liability company organized under the laws of the state of Delaware, and formerly known as Constantia Hueck Foils, LLC, is considering the making of additional investment in the Project (the “Expansion Project”) and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least an additional \$11,750,000 in the Expansion Project and will create, or cause to be created, at least 41 new, full-time jobs in the County; and

**WHEREAS**, in order to induce location of the Expansion Project in the County, and in accordance with the Special Source Act, the County, at the request of the Company, desires to offer,

amongst other things, a) a five-year extension of the Investment Period (as defined in the Fee Agreement) applicable to the Negotiated FILOT arrangement, b) a ten-year extension of the Term applicable to the Negotiated FILOT arrangement (as defined in the Fee Agreement) and c) a five-year extension of the current Special Source Credits benefit period in the event certain additional Project investment thresholds are satisfied, all as set forth herein and in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company (the “First Amendment”), the form of which is attached as Exhibit A.

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

Section 1. The County hereby approves modifications to the Fee Agreement to, amongst other things, a) a five-year extension of the Investment Period (as defined in the Fee Agreement) applicable to the Negotiated FILOT arrangement, b) a ten-year extension of the Term applicable to the Negotiated FILOT arrangement (as defined in the Fee Agreement) and c) a five-year extension of the current Special Source Credits benefit period in the event certain additional Project investment thresholds are satisfied, all as set forth in greater detail in the First Amendment.

Section 2. The form, terms and provisions of the First Amendment presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the First Amendment was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the First Amendment to be delivered to the Company. The First Amendment is to be in substantially the form now before this meeting and hereby approved, upon advice of counsel, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of the First Amendment now before this meeting.

Section 3. Each of the Chairman of the Council and the County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the First Amendment and the performance of all obligations of the County thereunder.

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

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

[End of Ordinance]

**ENACTED** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2017.

**RICHLAND COUNTY,  
SOUTH CAROLINA**

**(SEAL)**

---

Joyce Dickerson  
Chair, Richland County Council

**ATTEST:**

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Clerk, Richland County Council

First Reading: November 7, 2017  
Second Reading: November 14, 2017  
Public Hearing: November 14, 2017  
Third Reading: \_\_\_\_\_, 2017

**STATE OF SOUTH CAROLINA**

**COUNTY OF RICHLAND**

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2017, \_\_\_\_\_, 2017, and \_\_\_\_\_, 2017, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: \_\_\_\_\_, 2017

**Exhibit A**  
**Form of the First Amendment**

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**FIRST AMENDMENT TO  
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

**By and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**CONSTANTIA BLYTHEWOOD, LLC,  
(F/K/A CONSTANTIA HUECK FOILS L.L.C)**

**Amended as of \_\_\_\_\_**

---

**This Amendment pertains to the Fee in Lieu of Tax and Incentive Agreement dated as of December 1, 2012, between Richland County, South Carolina (the “County”) and a company identified for the time being as Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils, LLC (the “Company”).**



**FIRST AMENDMENT TO  
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “First Amendment”), dated as of \_\_\_\_\_, 2017 by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and a company identified for the time being as CONSTANTIA BLYTHEWOOD, LLC, F/K/A, a limited liability company organized and existing under laws of the State of Delaware, and formerly known as Constantia Hueck Foils, L.L.C, acting for itself, one or more affiliates, and/or other project sponsors (the “Company”).

W I T N E S S E T H:

**WHEREAS**, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”, and, together with the Negotiated FILOT Act, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (each a “Park”) in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

**WHEREAS**, the County, pursuant to the Negotiated FILOT Act and an Ordinance duly enacted by the Council on December 11, 2012, previously entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of December 1, 2012 (the “Fee Agreement”) with the Company, pursuant to which the Company agreed to make, and the County agreed to accept, certain negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to the establishment and/or expansion of certain manufacturing and related facilities located within the County (as further so defined in the Fee Agreement, the “Project”) and agreed to the inclusion and maintenance of the Project in a Park; and

**WHEREAS**, the Company is considering the making of additional investment in the Project (the “Expansion Project”) and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least an additional \$11,750,000 in the Expansion Project and will create, or cause to be created, at least 41 new, full-time jobs in the County; and

**WHEREAS**, in order to induce location of the Expansion Project in the County, and in accordance with the Special Source Act, the County has determined to approve and provide for, amongst other things, a) a five-year extension of the Investment Period (as defined in the Fee Agreement)

applicable to the Negotiated FILOT arrangement, b) a ten-year extension of the Term applicable to the Negotiated FILOT arrangement (as defined in the Fee Agreement) and c) a five-year extension of the current Special Source Credit benefit period in the event certain additional Project investment thresholds are satisfied, all as set forth in greater detail in this First Amendment; and

**WHEREAS**, the specific terms of such modifications, as well as additional related provisions, are set forth in this First Amendment; and

**WHEREAS**, the County approved the foregoing actions and the other modifications to the Fee Agreement set forth in this First Amendment to be effected, and authorized the execution and delivery of this First Amendment, pursuant to that certain Ordinance duly enacted by the Council on \_\_\_\_\_, 2017.

**NOW, THEREFORE**, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

Section 2. Amendment of Fee Agreement. The Fee Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended as follows:

(i) The definition of “*Company*” is hereby deleted and inserted to read as follows:

“*Company*” shall mean Constantia Blythewood, LLC, a limited liability company organized under the laws of the State of Delaware, and formerly known as Constantia Hueck Foils L.L.C., and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Sections 4.04 or 6.01 hereof or any assignee hereunder which is designated by the Company and approved by the County.

(ii) The definition of “*Compliance Period*” is hereby deleted and inserted to read as follows:

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this agreement, and ending on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising the Project was placed into service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The Negotiated FILOT Property comprising the Project was placed into service in the Property Tax Year ending on December 31, 2013, and as such, the Compliance Period will end on December 31, 2018.

(iii) The definition of “*Investment Period*” is hereby deleted in its entirety and the following is substituted therefor:

“*Investment Period*” shall mean shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this agreement, and ending on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising the Project was placed into service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The Negotiated FILOT Property comprising the Project was placed into service in the Property Tax Year ending on December 31, 2013, and as such, the Compliance Period will end on December 31, 2023.

(b) Section 2.02(a) is hereby deleted in its entirety and the following is substituted therefor:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been authorized to execute and deliver this Agreement. The Company’s fiscal year end is December 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(c) Section 3.02 is hereby deleted in its entirety and the following is substituted therefor:

Section 3.02. Special Source Credits. The County, as an additional incentive to induce the Company to locate the Project within the County, as reimbursement for investment in Special Source Property related to the Project and subject to the requirements of the Special Source Act, agrees that, if the investment in the Project increases to \$20,000,000 by the end of the Compliance Period, each of the Company and any other Sponsor or Sponsor Affiliate (each a “Claiming Entity”) shall be entitled to claim Special Source Credits against each annual FILOT payment made by such Claiming Entity with respect to the Project, whether made as a Negotiated FILOT Payment pursuant to the Negotiated FILOT Act or as a FILOT payment made pursuant to the Multi-County Park Act, in an amount equal to twenty-five percent (25%) of each such FILOT Payment for a period of five (5) years, commencing with the first year after which the County has received written certification from the Company with appropriate supporting documentation as may be reasonably requested by the County, confirming that the investment in the Project reaches \$20,000,000. The County further agrees that, if the investment in the Project increases to \$27,500,000, in the aggregate, by the end of the Compliance Period, each of the Company and other Sponsor or Sponsor Affiliates (each a “Claiming Entity”) shall be entitled to claim Special Source Credits against each annual FILOT payment made by such Claiming Entity with respect to the Project, whether made as a Negotiated FILOT Payment pursuant to the Negotiated FILOT Act or as a FILOT payment made pursuant to the Multi-County Park Act, in an amount equal to twenty-five percent (25%) of each such FILOT Payment for an additional five (5) years.

(d) Section 4.01(c) is hereby deleted in its entirety and the following is substituted

therefor:

(c) Reserved.

(e) Section 5.01(a) is hereby deleted in its entirety and the following is substituted therefor:

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by another Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this **Section 5.01**, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for ad valorem taxes. The initial Negotiated FILOT Payment which was due under current Code requirements the January 15 following the year in which the County added the initial Negotiated FILOT Property to its tax rolls, was due on January 15, 2015. If the Company designates any Sponsor or Sponsor Affiliates, as the same shall be consented by the County, if required, pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments hereunder with respect to such other entity's portion of the Negotiated FILOT Property. Unless and until such notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments with respect to such Negotiated FILOT Property.

(f) Section 5.01(b)(i) is hereby deleted in its entirety and the following is substituted therefor:

(i) For each annual increment of investment in Negotiated FILOT Property during the Investment Period, the annual Negotiated FILOT Payments shall be payable for a period of thirty (30) years. Accordingly, if Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a period of thirty (30) years with the result that, subject to any extensions granted by the County in its sole discretion, the final Negotiated FILOT Payment hereunder shall be made in the thirty-fifth (35<sup>th</sup>) year.

(g) Section 5.01(d)(i) is hereby deleted in its entirety and the following is substituted therefor:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax

basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the ad valorem taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the thirty (30) year payment period applicable to the Released Property.

(h) Section 9.04(b) is hereby deleted in its entirety and the following is substituted therefor:

(b) if to the Company:

Constantia Blythewood, LLC  
Attn: Director of Finance  
1111 Northpoint Blvd.  
Blythewood, South Carolina 29016  
Fax: 803-404-6582  
Telephone: 803-404-6601

with a copy (which shall not constitute notice) to:

Morgan B. Crapps, Esq.  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
P.O. Drawer 2426 (29202)  
Columbia, South Carolina 29201  
Fax: 803-727-1489  
Telephone: 803-540-2147

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The Fee Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 5. Severability. In the event that any clause or provisions of this First Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 6. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

*[Signature Page to Follow]*

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Fee in Lieu of Tax Agreement to be effective as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk, Richland County Council

CONSTANTIA BLYTHEWOOD, LLC.

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

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Charter Nex Films, Inc. to provide for payment of a fee-in lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: June 20, 2017

Second Reading: November 14, 2017 {Tentative}

Third Reading: December 5, 2017 {Tentative}

Public Hearing: July 11. 2017

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAX AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND CHARTER NEX FILMS, INC. TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

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

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

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property 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 (“Infrastructure”);

WHEREAS, Charter NEX Films, Inc., (“Sponsor”), desires to establish manufacturing and related facilities in the County (“Project”) consisting of anticipated investment in real and personal property of not less than \$84.5 million and the creation of 111 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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



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

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

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

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

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** To the extent not already included in the Park, the expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by Fairfield County Council.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: June 20, 2017  
Second Reading:  
Public Hearing: July 11, 2017  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

~#4836-7995-7578 v.1~

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

**BETWEEN**

**CHARTER NEX FILMS, INC.**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF**

\_\_\_\_\_, 2017

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	Charter NEX Films, Inc.	1.1
<b>Project Location</b>	Carolina Pines Industrial Park	1.1; Exhibit A
<b>Tax Map No.</b>	R17600-01-35	
<b>FILOT</b>		
• Phase Exemption Period	30 years	1.1
• Investment Target	\$84.5 million	6.1; Exhibit E
• Jobs Target	111 jobs	6.1; Exhibit E
• Investment Period	Standard (first year property placed in service plus five years)	1.1
• Assessment Ratio:	6%	4.1
• Millage Rate	571.8	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Other Information	Net present value approach; equal annual payments	4.1
• Claw Back information	Must obtain and maintain a \$45 million investment to maintain net present value approach	4.1
<b>Multicounty Park</b>	Yes. Partner is Fairfield County.	1.1; 2.1(e)
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• Brief Description	65% for FILOT Payments for years 1-8; 60% for FILOT Payments for years 9-30.	5.1; Exhibit D
• Credit Term	20 years	5.1; Exhibit D
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<b>Other information</b>		

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

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of \_\_\_\_\_, 2017, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Charter NEX Films, Inc., a corporation organized and existing under the laws of the State of Wisconsin (“*Sponsor*”).

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing project in the County, consisting of taxable investment in real and personal property of not less than \$84.5 million and the creation of 111 new, full-time jobs;

(d) By an ordinance enacted on \_\_\_\_\_, 2017, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its project in the County.

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

**ARTICLE I  
DEFINITIONS**

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including



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

“**Code**” means Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2018.

“**Contract Minimum Investment Requirement**” means an investment in real and personal property at the Project of not less than \$84.5 million, at least \$82.5 million of which is to be taxable investment.

“**Contract Minimum Jobs Requirement**” means not less than 111 full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

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

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

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

“**Event of Default**” means any event of default specified in Section 5.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final

Termination Date.

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2052, the Final Termination Date is expected to be January 15, 2054, which is the due date of the last FILOT payment with respect to the Final Phase.

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

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

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended (or unless the Commencement Date is later than December 31, 2018), is expected to end on December 31, 2023.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code, as the same may be amended from time to time.

“**MOU**” means the July 11, 2017 Memorandum of Understanding between the Sponsor and the County.

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

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

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

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

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

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

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

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

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

**“Sponsor”** means Charter NEX Films, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

**“State”** means the State of South Carolina

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

(c) The County identified the Project as a "project" by adopting a Resolution on July 11, 2017, authorizing the County to enter into the MOU.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

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

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

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

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

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

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

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

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

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2018. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

#### **Section 3.3. *Filings and Reports.***

(a) On or before May 1 of each year during the term of this Fee Agreement, commencing on May 1, 2019 if Project property is placed in service during 2018, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 14, 2010, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

### **ARTICLE IV FILOT PAYMENTS**

#### **Section 4.1. *FILOT Payments.***

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 571.8, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

The FILOT Payments shall be in amounts calculated on the basis of the net present value payment method set forth in Section 12-44-50(A)(3) of the Act. The net present value payment method shall provide for equal annual FILOT Payments for the term of this Fee Agreement with respect to each Phase of the Project, assuming that the Project property subject to the FILOT Payments does not change. The applicable discount rate to be used in connection with the calculation of the net present value payments shall be [TBD]%, which is the yield in effect for the United States Treasury 30-year bonds published in December, 2017.

For the avoidance of doubt, an illustration of the calculation of FILOT Payments and Infrastructure Credits is provided in Exhibit F.

Notwithstanding the provisions of this Section, the Sponsor and any Sponsor Affiliate shall not be entitled to take advantage of the net present value payment method in the event that they fail to invest or maintain, in the aggregate (without regard to depreciation), at least \$45 million in the Project as required by Section 12-44-50(A)(3) of the Act.

The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could negatively impact the FILOT Payments and other incentives provided by this Fee Agreement.

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

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

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

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

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

In the event the Sponsor shall, in accordance with this Section, dispose of any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a) hereof, then, in accordance with Section 12-44-50(B)(2) of the Act, there shall be computed the amount of payments which would have been made with respect to such property as of the disposal date under Section 4.1(a) without the use of the net present value payment method, and to the extent that the amount which would have been so paid exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such property the Sponsor or any Sponsor Affiliate, as applicable, shall pay the difference (with interest as required under Section 12-44-50(B)(2) of the Act) with the next Net FILOT Payment to be made to the County pursuant to Section 4.1(a) after such property is disposed of. Notwithstanding the previous sentence, if Section 12-44-140(B) of the Act is repealed or modified between the effective date of this Fee Agreement and the date of any such future disposition under this Fee Agreement, then the Company shall be required to make any payment referenced in the previous sentence only if and to the extent that, at the time of any such disposition, such payment would be statutorily required pursuant to Section 12-44-140(B) of the Act.

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

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

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

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

**Section 4.5. Condemnation.**

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

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

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

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

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

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

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. For the avoidance of doubt, an illustration of the calculation of FILOT Payments and Infrastructure Credits is provided in Exhibit E. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## ARTICLE VI CLAW BACK



**Section 6.1. Claw Back.** If the Sponsor together with any Sponsor Affiliate fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor and any Sponsor Affiliate is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor and any Sponsor Affiliate to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor and any Sponsor Affiliate to the County 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 and Exhibit E survives termination of this Fee Agreement.

## **ARTICLE VII DEFAULT**

**Section 7.1. Events of Default.** Subject in all events to Section 10.9 hereof, the following are “Events of Default” under this Fee Agreement:

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “Cessation of Operations” means (i) a publicly announced closure of the Project or (ii) a cessation of manufacturing activity at the Project for six (6) months or more;

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

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

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

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

### **Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## **ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** This Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information.*” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and

from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

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

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

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

**Section 8.6. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold;

provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

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

**Section 8.8. Administration Expenses.** The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to \$7,000 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice. The Sponsor shall reimburse the County for its Administration Expenses incurred in connection with the Project, including without limitation fees incurred in connection with the negotiation, preparation, approval and delivery of this Fee Agreement, the MOU, and other agreements between the County and the Sponsor entered into as contemplated in the MOU or this Fee Agreement; provided, however, that, as stated in the first sentence of this Section and notwithstanding anything to the contrary in this Fee Agreement, the Sponsor's obligation to reimburse the County for any and all Administration Expenses, shall be capped at and limited to \$7,000.

**Section 8.9. Multicounty Park.** By December 31, 2017, the County will cause the Real Property to be placed in the Multicounty Park and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction

or financing of the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

## **ARTICLE X MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Charter NEX Films, Inc.  
Attn: Ms. Colleen Bohn  
VP Strategy and Business Development  
1264 E. High Street  
Milton, WI 53563

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough, LLP  
Attn: George Wolfe  
1320 Main Street, 17th Floor (29201)  
PO Box 11070  
Columbia, SC 29211

**IF TO THE COUNTY:**

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

**WITH A COPY TO (does not constitute notice):**

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

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

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

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

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

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

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

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

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

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

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

**Section 10.9. Force Majeure.** Notwithstanding Section 7.1 hereof or any other provision of this

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

**Section 10.10. Termination; Termination by Sponsor.**

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

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

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

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

(e) Upon termination of this Fee Agreement with respect to any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a), then, in accordance with Section 12-44-140(A) of the Act, there shall be computed the amount of payments which would have been made with respect to such property as of the termination date without the use of the net present value payment method, and to the extent that the amount which would have been so paid exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such property, then (i) if the termination is with respect to less than the entire remaining Project, the Sponsor shall pay the difference to the County, with interest as required by the Act, with the next FILOT Payments to be made to the County pursuant to Section 4.1(a), and (ii) if the termination is of the entire Project, then the Sponsor shall pay such difference, with interest as required by the Act, within 120 days of termination. Notwithstanding the previous sentence, if Section 12-44-140(A) of the Act is repealed or modified between the effective date of this Fee Agreement and any future termination of this Fee Agreement with respect to all or part of the Project, then the Company shall be required to make any payment referenced in the previous sentence only if and to the extent that, at the time of any such termination, such payment would be statutorily required pursuant to Section 12-44-140(A) of the Act.

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

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

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*



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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**CHARTER NEX FILMS, INC.**

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

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel or tract of land situate, lying and being near the Town of Blythewood, in the County of Richland, State of South Carolina, being shown and delineated as Parcel A, containing 31.00 acres, on an ALTA/NSPS Land Title Survey prepared for Charter Nex by Cox and Dinkins, Inc. dated August 3, 2017, and recorded in Record Book \_\_\_\_\_, page \_\_\_\_\_, said tract having the following metes and bounds to wit:

Beginning at a point at the intersection of the southern right-of-way of Jenkins Brothers Road and the western right-of-way of Farrow Road, thence running in a southern direction along the western right-of-way of Farrow Road and the property now or formerly belonging to Mid-South 1080 Jenkins Brothers SC, LLC for an approximate distance of 977 feet to a 5/8" Rebar w/Cap (o), this being the POINT OF BEGINNING (P.O.B.); thence turning and running S 5°48'13" E along the western right-of-way of Farrow Road for a distance of 881.40 feet to a 1/2" Rebar (n); thence turning and running S 84°11'47" W along the property now or formerly belonging to Richland County for a distance of 1,746.63 feet to a 1/2" Rebar (n); thence turning and running N 13°53'36" W along the property now or formerly belonging to South Carolina Becknell Investors 2007, LLC for a distance of 213.87 feet to a 5/8" Rebar (o); thence turning and running N 13°52'04" W along the property now or formerly belonging to Becknell Properties for a distance of 412.79 feet to a 5/8" Rebar (o); thence turning and running N 76°08'22" E along the property now or formerly belonging to Patterson Logistics Services, Inc for a distance of 69.27 feet to a 5/8" Rebar (o); thence turning and running N 76°05'52" E along the property now or formerly belonging to Mid-South 1080 Jenkins Brothers (SC), LLC for a distance of 313.85 feet to a 5/8" Rebar (o); thence turning and running N 76°06'01" E along the property now or formerly belonging to Mid-South 1080 Jenkins Brothers (SC), LLC for a distance of 1,469.98 feet to a 5/8" Rebar w/Cap (o), this being the POINT OF BEGINNING (P.O.B.).

**TMS No.: R17600-01-35**

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

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_, 2017 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Charter NEX Films, Inc. (“Sponsor”).

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By:  
Its:

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY DECEMBER 14, 2010 RESOLUTION (ATTACHED) REQUIRING CERTAIN**  
**ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

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

WHEREAS, the Richland County Council encourages and supports economic development within the County; and

WHEREAS, the Richland County Council desires to ensure the maximum economic advantage for those industries locating in the County while providing for public disclosure of certain direct local cost and benefits of economic development incentives; and

WHEREAS, the Richland County Council has determined that the most prudent manner of providing such information is by the submission of annual reports by the industries that receive economic development incentives from the County.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL that the following requirements are hereby enacted:


1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
  - a. Name of company;
  - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
  - c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
  - d. Net jobs created to date as a result of the project;
  - e. List of all employees for reporting year by residential zip code only;
  - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
  
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator  
Attn: Economic Development  
P.O. Box 192  
Columbia, SC 29202

3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes prior Economic Development Accountability Resolutions adopted by Richland County Council.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, FILOT document, or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this 21<sup>st</sup> day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14<sup>th</sup> day of December, 2010.

RICHLAND COUNTY COUNCIL

BY:   
Paul Livingston, Chair

ATTEST this the 5 day of  
~~January 2010~~ 2011

  
Michelle Onley, Assistant Clerk of Council



**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Infrastructure Credit shall be comprised of (i) a 65% credit to be applied against the first eight annual FILOT Payments under the Fee Agreement, and (ii) a 60% credit to be applied against the ninth through thirtieth annual FILOT Payments under the Fee Agreement. For the avoidance of doubt, an illustration of the calculation of FILOT Payments and Infrastructure Credits is provided in Exhibit F.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

1. Infrastructure Credit Reimbursement Formula. If by December 31, 2022, the Sponsor together with any Sponsor Affiliate has not (i) invested or caused to be invested \$84.5 million in the Project and (ii) created at least 111 new, full-time jobs at the Project, then the Sponsor may be required to reimburse the County for a percentage of the Infrastructure Credit benefit received by the Sponsor through December 31, 2022 (“Credit Value”) based on the following formula:

$$\begin{array}{rclcl} \text{Actual Investment} & & & & \text{Investment Achievement} \\ \$84.5 \text{ Million} & \times & 100 & = & \text{Percentage (may exceed 100\%)} \\ \\ \text{Actual Job Creation} & & & & \text{Job Achievement} \\ 111 \text{ Jobs} & \times & 100 & = & \text{Percentage (may not exceed 100\%)} \end{array}$$

$$\begin{array}{rclcl} \frac{\text{(Investment Achievement Percentage)} + \text{(Job Achievement Percentage)}}{2} & & & = & \text{Overall Achievement Percentage} \\ \\ 100\% - \text{(Overall Achievement Percentage)} & = & & & \text{Reimbursement Factor} \\ \\ \text{Infrastructure Credit} \times \text{Reimbursement Factor} & = & & & \text{Reimbursement Payment} \end{array}$$

For example, assuming a Credit Value of \$500,000, a \$93 million investment, and 93 jobs:

$$\begin{array}{rclcl} \frac{\$93 \text{ Million (Actual Investment)}}{\$84.5 \text{ Million}} & \times & 100 & = & 110\% \\ \\ \frac{93 \text{ jobs (Actual Job Creation)}}{111 \text{ Jobs}} & \times & 100 & = & 84\% \\ \\ \frac{110\% + 84\%}{2} & & & = & 97\% \\ \\ 100\% - 97\% = 3\% & & & & \text{(Reimbursement Factor)} \end{array}$$

$$\$500,000 \text{ (Credit Value)} \times 3\% = \$15,000 \text{ Reimbursement Payment}$$

If, by December 31, 2022, the Sponsor has not created at least 55 new, full-time jobs at the Project, then no “Investment Achievement Percentage” in excess of 100% may be used in applying the formula set forth above in this subsection, even if the Sponsor invests more than \$84.5 million by such date.

Up to \$2 million of the Sponsor’s investment in the Project can be comprised of property tax-exempt pollution control equipment for purposes of the reimbursement formula set forth in this Item 1 of this Exhibit E. If and to the extent that the Sponsor invests more than \$2 million in such property tax-exempt pollution control equipment, such additional investment shall not be counted as part of the Sponsor’s investment for purposes of such reimbursement formula.

The Sponsor shall make any reimbursement payment to become owing under this Item 1 of this Exhibit E to the County within 90 days of receipt of a written demand for payment from the County. If not timely paid, then such payment is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments.

2. **Prospective Reduction of Infrastructure Credit.** If, by December 31, 2022, the Sponsor together with any Sponsor Affiliate has not (i) invested or caused to be invested \$84.5 million in the Project, and (ii) created at least 111 new, full-time jobs at the Project, then the Infrastructure Credit shall be prospectively reduced as set forth in this Item 2 of this Exhibit E.

Depending on the Overall Achievement Percentage as of December 31, 2022, as determined pursuant to the formula set forth in Item 1 of this Exhibit E, the prospective Infrastructure Credit shall be as follows:

<b><u>Overall Achievement Percentage</u></b>	<b><u>Infrastructure Credit</u></b>
85% - 100%	Full Value, i.e., 65% or 60%, as applicable
80% - 84%	50%
70% - 79%	40%
60% - 69%	35%
50% - 59%	30%
0% - 49%	0%

If, by December 31, 2022, the Sponsor together with any Sponsor Affiliate (i) has not invested or caused to be invested at least \$42.3 million in the Project, or (ii) has not created at least 55 new, full-time jobs at the Project, then the Sponsor shall not receive any Infrastructure Credit benefits for County property tax year 2023 (the FILOT Payment for which will be due by January 15, 2024) or for any subsequent County property tax year; provided, however, if at any time after December 31, 2022, the Sponsor together with any Sponsor Affiliate achieves the investment and job levels referenced in this sentence, then the County and the Sponsor shall discuss in good faith the prospective provision of an Infrastructure Credit in line with the Infrastructure Credit levels provided in this Fee Agreement.

~#4852-5858-8490 v.2~

**EXHIBIT F (see Section 4.1)**  
**FILOT/SSRC ILLUSTRATION**

**[TO BE ADDED]**

~#4852-5858-8490 v.2~



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

**Applicant MUST reside in Richland County.**

Name: Gary Gabel

Home Address: 2507 Wilmot Avenue, Columbia, SC, 29205

Telephone: (home) 573-355-3071 (work) 843-309-4766

Office Address: 401 Railroad Avenue, Hartsville, SC

Email Address: ggabel@gssm.k12.sc.us

Educational Background: Doctorate in Educational Leadership and Policy Analysis

Professional Background: Teacher and School Administrator

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

Name of Committee in which interested: Historic Columbia

Reason for interest: I live in Shandon and I'm interested in preserving Columbia's rich history.

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission: I have spent my career building relationships with a variety of stakeholders, and as  
an educator I'm interested in helping my community.

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

Any other information you wish to give?

Recommended by Council Member(s): Seth Rose and Greg Pearce

Hours willing to commit each month: 10 +

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

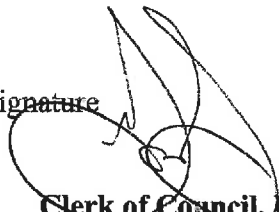
Yes \_\_\_\_\_ No \_\_\_\_\_ X \_\_\_\_\_

**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:

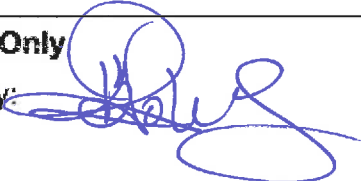
Applicant's Signature 

Date 10/25/2017

**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.**

2	Date Received: 10/26/17	<b>Staff Use Only</b>		
	Date Sent to Council:	Received by: 		
	Status of Application:	Approved	Denied	On file



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

**Applicant must reside in Richland County.**

Name: Thad A. Timmons, Jr.

Home Address: 6346 Goldbranch Rd., Columbia, SC 29206

Telephone: (home) (803) 782-6880 (work) \_\_\_\_\_

Office Address: Retired

Email Address: thadinsc@yahoo.com

Educational Background: The Citadel - Bachelor of Arts

Professional Background: Banking

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

Name of Committee in which interested: East Richland County Public Service Dist. Com.

Reason for interest: As a resident of the District, I have a keen interest in the system that provides our water and sewer systems and the rates that are charged.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Over many years I have tried to be helpful to my community, specifically working with the American Red Cross, Providence Hospital, and my church.

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

Any other information you wish to give? I am a retired Navy Commander.

Recommended by Council Member(s): L. Gregory Pearce, Jr.

Hours willing to commit each month: As needed.

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

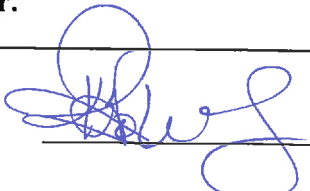
If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thad A. Zimmerman 11/2 / 17  
Applicant's Signature Date

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

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

**Applications are current for one year.**

		<b>Staff Use Only</b>	
Date Received:	<u>11-3-17</u>	Received by:	
Date Sent to Council:	_____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file





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

**Applicant must reside in Richland County.**

Name: Jacqueline U. Boulware

Home Address: 8016 Loch Lane Columbia, SC 29223

Telephone: (home) 803.530.8436 (work) 803-530-8436

Office Address: 140 Wildwook Park Drive Columbia, SC 29223

Email Address: boulwa\_j@bellsouth.net

Educational Background: Masters of Education +30 Early Childhood Education

Professional Background: National Board Certified Teacher, Realtor

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

Name of Committee in which interested: Board for Central Midland Regional Transit Authority  
CMRTA

Reason for interest: Interested in having a voice for the community when it comes to fairness  
and speaking objectively for those who are economically and educationally challenged

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

A possession of leadership skills that will enable me to be an advocate to assist in setting future  
goals for the advancement and expansion of services to meet overall community and regional  
needs of our transit system. Study public transportation's current issues and know their system's  
services so as to value and share the vision of the organization and its transportation services.

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

Any other information you wish to give? As a realtor, I've noticed the congestion in many areas

Recommended by Council Member(s): Representative Jim Manning

Hours willing to commit each month: 2-4 hours per month

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

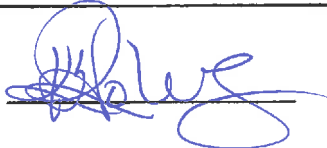
Jacqueline U. Borchers  
Applicant's Signature

October 27, 2017  
Date 

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>		
Date Received: <u>11-1-17</u>	Received by:	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



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

**Applicant MUST reside in Richland County.**

Name: Wade M. Carlisle

Home Address: 2725 Heyward St, Columbia, SC 29205

Telephone: (home) (803) 603-1969 (work) \_\_\_\_\_

Office Address: same

Email Address: wademcar@hotmail.com

Educational Background: BA - Clemson University

Professional Background: licensed residential contractor and property manager

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Building Codes Board of Appeals - contractor

Reason for interest: to serve the community in my area of work

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

have worked in construction since college graduation

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Mr. Greg Pearce

Hours willing to commit each month: up to 6

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

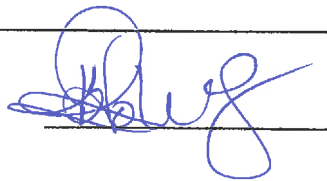
  
Applicant's Signature

11/2/17  
Date

**Return to:**  
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**For information, call 576-2060.**

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**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>11-3-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	