

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, MARCH 19, 2019

6:00 PM

COUNCIL CHAMBERS



Richland County Council

Regular Session
March 19, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston,
Chair Richland County Council
2. **INVOCATION** The Honorable Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** The Honorable Dalhi Myers
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. Regular Session: March 5, 2019 [PAGES 9-35]
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith, County Attorney
 - a. Blythewood Industrial Site Financing Plan Presentation
 - b. Project Kline
 - c. Pending Litigation/Legal Advice: Bond Counsel
7. **CITIZENS' INPUT**
8. **CITIZENS' INPUT**
 - a. Must Pertain to Richland County Matters Not on the Agenda

(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

9. REPORT OF THE INTERIM COUNTY ADMINISTRATOR

Edward Gomeau,
Interim County Administrator

- a. Budget Transfer Policy [PAGES 36-44]
- b. Monthly Fund Summary Report [PAGE 45]
- c. Retreat Report [PAGES 46-50]
- d. Transportation Transition Plan Update
- e. Introduction of the Community Planning and Development Director
- f. City of Columbia: Intergovernmental Agreement for Bulk Water Sale [Action] [PAGES 51-60]

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk of Council

- a. Procurement Open House Drop-In, March 26, 3:00 - 5:00 PM, 2020 Hampton Street, Suite 3064
- b. 7th Annual Wellness Luncheon, March 27, 12:00 - 2:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Upcoming Work Sessions:
 - 1) Annexation
 - 2) Business License Ordinance
 - 3) Council's Goals and Priorities
- b. Contractual Matters: City of Columbia
 - 1) Belvedere Cost Share Proposal - IGA
 - 2) SE Richland Sewer Issues
 - 3) Greenway Project at Riverbanks - IGA
 - 4) Murray Point Water Contract
- c. Administrator Search Update

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund

13. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 18-042MA
Cynthia Watson
RS-HD to MH
Bluff Road
TMS # R16103-05-03 [THIRD READING] [PAGES 61-62]
- b. 18-048MA
James A. Kassler
RU to NC (1 acre)
3970 Leesburg Road
TMS # R25000-01-40 [THIRD READING] [PAGES 63-64]

14. THIRD READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund [PAGES 65-67]

15. SECOND READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance [PAGES 68-74]
- b. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC Under

Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto [PAGES 75-134]

16. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Chakisse Newton

a. NOTIFICATION OF APPOINTMENTS

1. Richland Memorial Hospital Board – Three (3) Vacancies:

1. Richard J. Wassermann [PAGES 135-143]

2. Mary P. Mazzola Spivey [PAGES 144-147]

3. Raymond Buxton, II [PAGES 148-150]

4. Bethany Ann Bell [PAGES 151-154]

b. ITEMS FOR ACTION

1. I move that we establish rules for electing persons to serve on Boards/Commissions rather than going by the Parliamentarian's recollections of how it was done in the past with serious consideration to include appointments require a majority of Council member's vote [MANNING] [PAGE 155]

2. All Boards and Commissions staffed with volunteer citizens have various opportunities for multiple terms. It has become the practice of the Rules and Appointments Committee to treat incumbents seeking additional terms exactly the same as new applicants. No "extra credit" is given for an incumbent whose service may have been exemplary. I believe this practice is unfair and potentially detrimental to the welfare of the Boards and Commissions as valuable, experienced individuals are being lost simply because new candidates may have performed better in their 5 - 10 minute interviews. I move that the Rules and Appointments Committee review this situation and begin to provide some type of consideration for candidates seeking additional terms [PEARCE] [PAGE 156]

17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

a. Project Funding Authorizations for Miscellaneous Projects [PAGES 157-158]

18. OTHER ITEMS

The Honorable Paul Livingston

a. FY19 – District 8 Hospitality Tax Allocations [PAGES 159-160]

19. EXECUTIVE SESSION

Larry Smith,
County Attorney

20. MOTION PERIOD

- a.** I move that the Interim County Administrator commandeer the unneeded office formed and assigned to me, Richland County District 8 Councilman Jim Manning, by the former County Administrator with no official input by the Richland County Council so as to create a currently funded Richland County employment opportunity, the ability to address to a degree the critical need for an Administrative office space, and the opportunity for citizens and stakeholders to have needs met that are going unmet or services enhancement because we did not have an Administrative office space for the unfilled vacant position

The Honorable Jim Manning
- b.** A Resolution Designating the 24th Day of April Two Thousand Nineteen as Richland County Alumnae Chapter, Delta Sigma Theta Sorority, Incorporated Day

The Honorable Paul Livingston
The Honorable Dalhi Myers
- c.** I move that Council review the staff space needs requirement document provided in 2019 to begin an evaluation of the severe 2020 Hampton Street space needs and begin evaluating alternatives to alleviate the acknowledged current space constraints

The Honorable Dalhi Myers
- d.** I move that Council consider holding one meeting per quarter in unincorporated Richland County to keep all county needs before its policy makers.

The Honorable Dalhi Myers
- e.** I move that Council work with staff to conduct a comprehensive review of Council rules and recommend changes to streamline the rules to improve the functioning of Council business

The Honorable Chakisse Newton

21. ADJOURNMENT



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



Richland County Council
Regular Session
March 5, 2019 – 6:00 PM
Council Chambers

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

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, John Thompson, Stacey Hamm, Eden Logan, Larry Smith, Dwight Hanna, Jennifer Wladischkin, Mohammed Al-Tofan, Brad Farrar, Michael Niemeier, Quinton Epps, Edward Gomeau, Ismail Ozbek, Dale Welch, Jeff Ruble, Geo Price, Jeff Kososki, Trenia Bowers, Cathy Rawls, Ted Powell, Ashiya Myers, Ashley Powell, Sandra Yudice, Art Braswell, Melissa Watts, and Ronaldo Myers

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson.
4. **PRESENTATION OF RESOLUTIONS**
 - a. **Resolution recognizing March as Bleeding Disorders Awareness Month [LIVINGSTON]** – Mr. Livingston presented a resolution recognizing March as Bleeding Disorders Awareness Month to Aaron Smith and his son, Logan.
5. **APPROVAL OF MINUTES**
 - a. **Regular Session: February 19, 2019** – Ms. Dickerson moved, seconded by Ms. Myers, to approve the minutes as distributed.

Ms. Terracio noted the date was incorrect on the first page of the minutes.

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

Present but Not Voting: Malinowski, Newton and Manning

The vote in favor was unanimous.

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- b. Zoning Public Hearing: February 26, 2019 – Ms. Newton moved, seconded by Ms. Myers, to approve the minutes as distributed.

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

Present but Not Voting: Newton and Manning

The vote in favor was unanimous.

6. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. Dickerson, to amend the agenda to add the following entitled ordinance to the agenda for consideration: “An Emergency Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance”.

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

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

- a. Personnel Matter: County Administrator Search
- b. Legal Update: Richland County vs. Program Development Team (PDT) – Mediation
- c. Pending Litigation: SC Dept. of Revenue vs. Richland County
- d. Contractual Matter: Richland County vs. City of Columbia
- e. Contractual Matter: Cedar Cove/Stoney Point Sewer Project
- f. Transportation Penny Program Path Forward
- g. An Emergency Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance

Ms. Newton moved, seconded by Ms. Terracio, to go into Executive Session.

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

Opposed: Malinowski and Manning

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The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 6:15 PM and came out at approximately 6:37 PM

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

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

Abstain: Manning

The vote in favor was unanimous to come out of Executive Session with Mr. Manning abstaining from the vote.

- a. Personnel Matter: County Administrator Search – Ms. McBride moved, seconded by Ms. Myers, to accept the recommendation from the Administrator Search Ad Hoc Committee.

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

Opposed: Malinowski and Dickerson

Abstain: Manning

The vote was in favor.

8. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing** – Mr. James Randolph and Mr. Jason Sanders spoke about the emergency nuisance ordinance.

9. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – Ms. Myers stated, for all the citizens that have signed up to speak tonight, if they speak tonight, when the issue comes up on the Zoning Public Hearing, they will not be allowed to speak again.

POINT OF PERSONAL PRIVILEGE -- Ms. Dickerson thanked all of the citizens for coming out to speak tonight. She stated, when she met with the community, she explained the process. She reiterated that this matter will not come before Council until the 4th Tuesday in April and that if the citizens speak now they will not be able to speak at the Zoning Public Hearing. However, the citizens will be allowed to speak at the Planning Commission meeting on April 1st.

Mr. Malinowski stated he would like to hear from the Parliamentarian because what is listed on the agenda is "Must Pertain to Richland County Matters Not on the Agenda". It does not say, "And, not something that, in the future, would require a public hearing." It says, it is not on the agenda. This item is not on the agenda tonight, so why can they not speak to it tonight, and then again at the public hearing.

Mr. Smith stated the item is not on the agenda, but it does require a public hearing. As he understands what Ms. Myers indicated, and has been the custom and practice of Council, is that whenever a citizen speaks to an item, even though it may not be on the agenda, but it does require a public hearing, Council usually does not allow them to speak twice, if they have previously spoken. So, when the public hearing occurs, they normally do not get an opportunity, unless you waive the rules, to speak at the public hearing.

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Mr. Malinowski stated that has been the process in the past, but for the sake of the public we need to clarify the wording on the agenda and/or sign-up sheets.

Mr. Malinowski moved, seconded by Ms. McBride, to waive rule to allow the citizens to speak at tonight's Citizens' Input and any future meetings held regarding the Crickentree Zoning matter.

Ms. McBride inquired if this is a practice or a written policy.

Mr. Smith stated he does not think it is a part of the rules, but a practice of Council.

Mr. Livingston stated, you may recall, Council used to have one public hearing at the beginning of the meeting, and it had a public hearing at the end of the meeting. At the end of the meeting, someone could come and speak to any item they wished to speak to. Council chose to put that public hearing at the beginning of the meeting also, so that is how we ended up where we are today. If you are going to treat the 2nd one as you did the one that was at the end before, then the citizens would have been allow to speak at the end of the meeting.

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

Rep. Kambrell Garvin, Mr. Rus St. Marie, Mr. Michael Koska, Mr. Bob McClure, Dr. Traci Cooper, Mr. Xavier McDaniel, Mr. Jerry Rega, Mr. Stephan Rioux, Ms. Debora Rioux, Mr. Jim Closs, Mr. Richard Montgomery, Ms. J. Marie Izzard, Mr. Ronnie Elliott, Ms. Michele Kelly, Mr. Albert Tucker, and Mr. Ronald Johnson spoke regarding the re-zoning of the Crickentree Golf Course property.

Ms. Diane Wiley spoke regarding ditch repair funding for the Belvedere community.

Ms. Dickerson thanked the Council members for waiving the rules to allow the citizens to speak.

Ms. Myers stated Mr. Smith requested that she reference the rule on the record for Citizens' Input [i.e. Rule 6(b)] and the recitation was correct. She thanked her colleagues for waiving the rules because it was required.

10. **REPORT OF THE INTERIM COUNTY ADMINISTRATOR**

- a. Presentation of the FY18 CAFR – Ms. Hamm gave an overview of the Comprehensive Annual Financial Report for the year ending June 30, 2018.

The County:

- Received a clean audit report
- Issued \$175 BAN last month
- Received highest short term rating from Moody's / S&P
- Received the Certification of Achievement for Excellence in Financial Reporting for the last 35 years

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The General Fund:

- Revenue increased 2% from prior year (Exhibit 5, p. 19; Schedule I, p. 84)
- Expenditures increased 7.5% from prior year
- Transfers out increased \$6M from prior year. (Economic Development \$3.5, Vehicles, computers, Airport and Victim Assistance \$2.5)
- Fund balance decreased 5.2% (\$3.2M) from prior year
- Unassigned fund balance as a percentage of prior year expenditures is 25.6%

Transportation Funds:

- Transportation penny revenue was \$65,171,286 (Exhibit 5)
- Transportation penny capital outlays were \$86,505,898
- Transportation penny fund balances totaled \$274,602,902 (includes BAN funding)

Enterprise Funds:

- Solid waste realized a net loss from operations for the past 5 years due to increases in hauler's rates
- Resulting in a negative net position of \$5,764,589

Mr. Jackson inquired if the amount remaining in the fund balance is within the required limits.

Ms. Hamm stated we are at approximately 25%.

Mr. Jackson inquired if Council had agreed to increase the percentage over the next couple years.

Ms. Hamm stated it was supposed to go up 24% and then 26%. However, if we were to compare it right now we would be down to approximately 23.4%.

Mr. Livingston inquired if Ms. Hamm was referring to local option sales tax.

Ms. Hamm responded that was correct. The revenue is going up, so that has helped increase the overall revenue for the General Fund.

Mr. Livingston stated he thought that was used to rollback property tax.

Ms. Hamm stated it does. They budget a certain amount, but the money comes in and the credits are put on the tax.

Mr. Malinowski inquired, if we have incurred losses in the Solid Waste program for the last 5 years, if there is any reason we have not been provided something to try and eliminate or reduce those losses.

Ms. Hamm stated the last time the rate was increased was in 2008, so there has been increase in the Solid Waste fees we charge.

Mr. Malinowski inquired if there is any reason Council has not been broached with this subject and told about these losses.

Ms. Hamm stated she is not sure why the former Financial Director did not mention it.

Mr. Malinowski stated Victim's Assistance was listed as transfers out increases. He stated Council voted years ago to cap the Victim's Assistance at a certain dollar amount, so he is curious how more money can be taken out and transferred.

Ms. Hamm stated it is still the same amount. It is just bringing in less than what the capped amount was, according to Mr. Hayes. She stated the transfer is approximately \$700,000.

Ms. Myers inquired if the Transportation Tax Capital Project Fund Balance has a deficit.

Ms. Hamm stated it is a timing issue. The June 30th entries hit, but the transfer to cover it comes in in July.

- b. Biennium Budget II Calendar – Mr. Gomeau stated Mr. Hayes has worked with the Clerk's Office to coordinate the dates so there are no conflicts.

Mr. Manning inquired if we looked at the dates of the NACo Conference, which is held in July.

Mr. Manning moved, seconded by Ms. Dickerson, to hold the Public Hearing at 6:00 PM and hold 3rd Reading of the FY21 Biennium Budget immediately following the Public Hearing.

Mr. Jackson requested a friendly amendment to hold the public hearing at 5:00 PM.

Mr. Livingston stated there is one Councilmember that cannot be here at 5:00 PM on July 18th.

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

Opposed: Manning

Present but Not Voting: Terracio, Newton and Livingston

Mr. Jackson stated he thought Mr. Manning supported his friendly amendment.

Mr. Manning stated he did accept the friendly amendment, but then Ms. Newton stated she could not be in attendance at 5:00 PM. Therefore, he voted against the motion.

Mr. Jackson withdrew his friendly amendment.

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

Opposed: Malinowski and Jackson

Present but Not Voting: Kennedy and Walker

The vote was in favor of holding the Public Hearing and 3rd Reading of the FY21 Biennium Budget.

Ms. Dickerson requested the Clerk's Office to determine the dates for the SCAC Conference in case we have to schedule a Special Called meeting in July.

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Mr. Malinowski stated, for clarification, Mr. Hayes said we could wait until after the August recess to do 3rd Reading.

- c. Upper Township Magistrate Brick Options – Mr. Gomeau stated staff has provided 2 options on the Upper Township Magistrate building for Council’s consideration. He stated right now we are at a standstill.

Ms. Kennedy moved, Ms. Myers, to approve Option #1 outlined on pp. 52 of the agenda packet.

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

Present but Not Voting: Terracio, Malinowski and Walker

The vote in favor was unanimous.

- d. Solid Waste – Waste Tire Grant – Mr. Gomeau stated this item is a grant from DHEC, which will help the County to remove 8,000 – 10,000 tires from tire storage. The County will pay for the removal and DHEC will reimburse us up to \$79,000.

Ms. Myers moved, seconded by Mr. Walker, to accept the grant.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- e. Allen-Benedict Court Relief Effort – Mr. Hayes stated, in early February, Council members reached out to the Interim County Administrator to assist the residents of Allen-Benedict Court. Mr. Gomeau contact him and he was able to identify \$150,000 in the General Fund reserve account to assist the residents. He then had his Grants staff to identify to identify community groups who had existing infrastructure and were used to dealing with community residents. The Grants staff brought back the names of Harvest Hope, United Way of the Midlands and Christ Central Ministries. In addition, Council directed staff to work with 3 local government groups: the COMET, Richland Library and Recreation Commission. Early on, they were able to identify 4 critical areas that the residents needed: food distribution, relocation assistance, laundry care and transportation. The grant program was modeled around the current discretionary grant, which is suited for community and service based needed, but was tailored for this specific disaster relief situation. The grants will range from \$10,000 - \$25, 000, depending on the scope of the service. In the grant agreement, it is expressly written that 100% of the funds must go directly to assisting the residents of Allen-

Benedict Court. They met, as a core group, at the Library on February 12th. They had a conference call on February 14th to continue to iron out additional details. The conference call included members of the Columbia Housing Authority, since the residents are under their jurisdiction and the County needed pertinent information from them.

Ms. Mary Louise Resch, Government Relations, Grants and Disaster Manager for Harvest Food Bank stated to-date they have provided approximately 12,000 lbs. of food, cleaning supplies, baby supplies and other items. They have served approximately 653 residents. They have requested \$25,000 to provide these services.

Ms. Anita Floyd, United Way of the Midlands, stated they have 2 proposals. The first proposal is for \$20,000 to extend a fund they created with a grant from Blue Cross Blue Shield of South Carolina, which provided \$15,000. In addition, they have offered a \$5,000 match opportunity. The funds will be used to support the relocation of the residents by assisting with utility deposits and other unanticipated expenses. They are working with Salvation Army to manage the fund. They will accept referrals from Richland Library and the Housing Authority. The 2nd proposal is for a laundry service and are requesting \$25,000 for the service. The proposal is to contract with Woodbury Ventures, Phil Waddell's operation. Mr. Waddell has laundry mats and has worked a scheme where he can provide laundry for \$1.25/lb. He is willing to do this weekly for the residents that are in the hotels, and will turn it over within 24 hours. The service will include pick-up and delivery.

Ms. Michelle Ransom, COMET Grants Coordinator, stated, when the incident originally occurred, the COMET assisted with the evacuation. They then provided 31-day passes to 244 residents. They are requesting to provide additional 31-day passes to the residents for 6 months at a cost of approximately \$17,080.

Ms. Lakita Watson, Recreation Commission Executive Director, stated she recognizes the importance of individuals knowing the where, the what and the how, and that sometimes the information does not get out. Working with the partners, she would like to propose a resource fair that would bring these individuals all into one place to allow the realtors, and individuals with housing available, to communicate directly with the citizens. They are requesting \$15,000 in funding to provide 100 vouchers to the citizens to give them access to their afterschool programs.

Ms. Melanie Huggins, Richland Library Executive Director, stated libraries have always been in the business of collecting, organizing and sharing information. They are also in the resource and referral business. They are making referrals to these residents every day.

Ms. Lee Patterson stated, as of the close of business today, they have seen 35 Allen-Benedict residents. They saw the first resident on February 18th. They have assisted with applications, bus tickets, clothes, snacks and worked closely with the partner agencies. They have also communicated with the agencies, on behalf of the residents, to try to take some weight off of their shoulders. They have also purchased a cell phone that is manned 7-days a week to reach a library staff member. They have also promoted one of their social workers to full time. Some of the reoccurring needs they have heard over the course of the past few weeks is that they are hungry, gas vouchers, bus tickets, furniture, household goods, clothes and shoes. The library is requesting \$25,000 to assist the residents.

Ms. Myers thanked County staff and the partner agencies. She stated the one thing she did not hear about, and was one of the specific things they were concerned with, is the emergency need for medications.

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Ms. Resch stated both Walgreen's and CVS have mobile pharmacies. They are trying to find out where the needs are so they can set up the pharmacies on site.

Ms. Myers inquired as to what the total of the programs.

Mr. Hayes stated he budgeted \$25,000 per program, but the total is well below that.

Ms. Myers wanted to have Mr. Hayes to say that so they could commend him on the record for coming in under budget, so that if there is another emergent need, we have money left.

Ms. McBride stated it is awesome to know that if Richland County has another emergency that we are prepared. She is amazed at the way the partners came together so quickly. She inquired what happens to with the residents that are not near a bus line. She inquired if there is another type of transportation.

Mr. Hayes stated one of the things they have looked at is a service called Phoenix Mobility, which will be a stop gap measure to assist individuals that are not near a bus line to get them from the hotel or residence to a COMET facility.

Mr. Malinowski stated that under the "Issues" section it indicates that grantee would receive funding in the amount of \$10,000 - \$25,000. Yet, the United Way because they are providing 2 services they are getting \$45,000. He inquired if everybody could do that.

Mr. Hayes stated it has to do with the fact that they are handling 2 particular programs; the relocation assistance and the laundry care.

Mr. Malinowski stated it should probably read, "Grantees for each situation will receive that."

Mr. Hayes stated they can make that adjustment.

Ms. Terracio thanked staff for immediately springing into action. She stated she found out on a Friday afternoon that citizens were being moved out of their homes, and wondered what we could do to help them. She is so heartened by everything she has heard tonight. She knows it is still a work in progress. She also wanted to thank staff that contributed out of their own pockets.

Mr. Hayes stated, to-date, Richland County employees raised over \$2,000 in gift cards, which will be turned over to the United Way to distribute.

Ms. Myers moved, seconded by Ms. McBride, to approve staff's recommendation to provide services to the residents of Allen-Benedict Court.

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

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson,

Livingston and McBride

The motion for reconsideration failed.

- f. FY 2019 Countywide Audit Engagement Letter – Ms. McBride moved, seconded by Ms. Myers, to approve the Interim Administrator’s recommendation to allow the auditors to start in a more timely fashion before the end of the fiscal year.

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

Opposed: Malinowski

Present but Not Voting: Kennedy and Manning

The vote was in favor.

- g. Transportation Penny Program Path Forward – *This item was taken up in Executive Session.*

- h. Introduction of Assistant County Administrators – Mr. Gomeau introduced Dr. John Thompson and Ms. Ashley Powell as the new Assistant County Administrators.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. Upcoming Penny Tax Project Public Meetings:

1. Broad River Corridor Neighborhood Improvements, March 7, 5:00 – 7:00 PM, Virginia Wingard United Methodist Church, 1500 Broad River Road – Ms. Roberts reminded Council of the upcoming Penny Tax Project Public meeting.

- b. Engage Richland:

1. Tour of Alvin S. Glenn Detention Center, March 7, 6:30 – 8:00 PM, 201 John Mark Dial Dr.
2. From Child Safety to Criminal Investigations – The Many Roles of Your Coroner’s Office, March 14, 6:00 – 8:00 PM, 6300 Shakespeare Rd. – Ms. Roberts reminded Council of the upcoming Engage Richland meeting at the Alvin S. Glenn Detention Center and Coroner’s Office.

- c. REMINDER: Columbia Museum of Art’s “The Gala”, March 9, 7:00 – 11:00 PM, 1515 Main Street – Ms. Roberts reminded Council of the Columbia Museum of Art’s upcoming gala on March 9th.

12. **REPORT OF THE CHAIR**

- a. Personnel Matter: County Administrator Search – *This item was taken up in Executive Session.*

- b. Contractual Matter: Richland County vs. City of Columbia – *This item was taken up in Executive Session.*

- c. Discussion: “To Be Determined” 2019 Committees – Mr. Livingston stated you may recall there were some committees that were to be considered. The reason he is bringing this forward is to

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determine, at this point, whether or not some of these committees are urgent and need to be considered sooner, rather than later.

- ❖ Blue Ribbon Ad Hoc Committee – Ms. Powell stated Tetra Tech has no pressing items, but they will need to assemble the committee again in the future. Mr. Livingston stated he will appoint individuals to this committee.
- ❖ Innovista Ad Hoc Committee – It was the consensus of Council to disband this committee.
- ❖ Consolidation and Privatization Committee – Mr. Malinowski stated more and more he sees governments going into public/private partnership. This was something that was on the table years ago and it never came to fruition. He thinks this is something we need to think about, in order to reduce the cost of government. He stated the Internal Audit Committee is not on here and needs to be re-established. In addition, he made a motion to consider a public/private partnership with the EMS Department.

Ms. Newton stated where there are opportunities where we can focus on things within our existing committees, that would be her preference. She stated she received 52 meeting invites yesterday before she stopped counting. If we can make the most efficient use of our time, using existing structures, she thinks that would be wise.

Ms. McBride suggested handling these matters the same way as suggested for the Property Distribution.

- ❖ International Ad Hoc Committee – It was the consensus of Council to disband this committee.
- ❖ Caughman Pond/Pinewood Lake Ad Hoc Committee – Mr. Jackson stated he believes there are some major, unresolved issues with Pinewood Lake, as it involves the Conservation Commission. The issues were raised in a Council meeting, but were never resolved. He thinks the purpose of the committee was to attempt to resolve them. He is not familiar with the issues surrounding Caughman Pond, but he thinks that Pinewood Lake Ad Hoc Committee needs to reconvened. Once those issues are resolved, the committee could then be dissolved.

Ms. Newton thanked everyone that served on the Caughman Pond/Pinewood Lake Ad Hoc Committee. Although, there are some pending issues, she thinks those are things that could be handled without a committee. It has been one of her priorities for her district. She has received extensive citizen input on this during the course of last year.

Ms. McBride stated she agreed with Mr. Jackson, and Mr. N. Jackson brought up some very interesting issues. She thinks there is a lot going, but that it could be resolved within a couple of meetings.

Ms. Newton stated she recognized the good work the committee has done She feels the committee has put us in a position where we could move forward on those items, particularly those that staff was already handling.

Mr. Livingston stated one of the things we have not done in the past is sunset the ad hoc committees. So, if we keep this particular committee, we need to think about sun setting

committee.

Ms. Myers stated she agrees the committee did a lot of good work, but she would yield to the representative from the district on moving forward.

- ❖ Courthouse Ad Hoc Committee – It was suggested to make this committee a subset of the Renaissance Ad Hoc Committee.
- ❖ Budget Ad Hoc Committee – It was the consensus of Council to disband this committee.
- ❖ Employee Evaluation and Oversight Ad Hoc Committee – Ms. Myers stated she believes the last couple of years has shown us that we need some real policies to ensure that employees get a fair and timely evaluation, their scope of work is clear, and employees that are in trouble get the opportunity to rehab their careers.

Mr. Livingston stated he personally believes this should be driven by staff, and not Council.

Mr. Malinowski stated he agrees with Mr. Livingston. The hiring and firing of employees is under the authority of the Administrator, with the exception of the Administrator, Clerk to Council and County Attorney. The only thing that may involve Council is the review of the Employee Handbook.

Ms. Myers stated, for clarification, she was referring to the employees Council supervises. There is not a process for evaluation and fair treatment of them.

Ms. Newton inquired if this needs to be a standalone committee, or is there an existing committee where this would fit.

Ms. Myers stated she believes it needs to be a standalone committee.

- ❖ Property Distribution Management Ad Hoc Committee – Dr. Yudice stated there is one outstanding item that needs to be either be taken up by the committee or presented through the Interim County Administrator’s report at the next Council meeting. Mr. Livingston stated we need to do something with the Property Distribution Management Ad Hoc Committee or however we are going to do it with the Renaissance. He stated his confusion is that we also had a Renaissance, and since we took that out of deferral, the question is, do we now have a Property Distribution Management committee and a Renaissance committee or do we not have one and how we want to proceed.

Ms. McBride stated under the Property Management Distribution Ad Hoc Committee we handle more than the Renaissance projects. She found it to be very useful because we do not have a system in place that looks at how we buy property, and the purpose of the property. What happens, oftentimes, is that it comes to full Council without being vetted very well.

Mr. Malinowski inquired as to what was done before when the County was thinking about buying a piece of property. Did it get sent to one of our standing committees, and then, at that point, the information was sent forward to Council.

Mr. Livingston stated it would have been sent forward to one of the standing committees.

Mr. Malinowski suggested taking what Ms. McBride said and create a policy for buying and

selling items, send it to a standing committee, and act on it in the standing committee.

Mr. Livingston stated, keep in mind, these committees currently exist. We are just deciding on whether we want for them to continue.

Dr. Yudice stated, from staff's perspective, it would be fine if we send the previously referenced item through the A&F Committee. The policy that staff is currently working on is the "property purchase and sell policy.

Ms. Myers stated she thinks we definitely need Renaissance Oversight Ad Hoc Committee. If it is the will of Council, the Property Distribution Management Ad Hoc and the Renaissance Oversight Ad Hoc Committees could be folded together. In addition, the Courthouse Ad Hoc Committee could be a subset of the Renaissance Committee. It seems to her that those things all need to be working together anyway.

Ms. Dickerson stated it was brought to her attention that the Courthouse Ad Hoc Committee was dissolved and that part was placed under the Renaissance.

It was the consensus of Council to take of the remaining item in the Administration and Finance Committee, and disband the committee.

- ❖ Richland Renaissance Oversight Ad Hoc Committee – The word "oversight" was removed from the title of the committee. (i.e. Richland Renaissance Ad Hoc Committee).

13. OPEN/CLOSE PUBLIC HEARINGS

- a. An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund – No one signed up to speak.
- b. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance – No one signed up to speak.

14. APPROVAL OF CONSENT ITEMS

- a. An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund [THIRD READING]
- b. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance [THIRD READING]
- c. 18-042MA, Cynthia Watson, RS-HD to MH, Bluff Road, TMS # R16103-05-03 [SECOND READING]

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- d. 18-048MA, James A. Kassler, RU to NC (1 Acre), 3970 Leesburg Road, TMS # R25000-01-40 [SECOND READING]
- e. Public Works: Medium Bulldozer procurement
- f. Public Works: Asphalt Patch Truck procurement
- g. Utilities: Award of contract for SCADA System Upgrade
- h. Alvin S. Glenn Detention Center: Award of Contract or Inmate Healthcare

Mr. Manning moved, seconded by Ms. Dickerson, to approve the consent items.

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

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto – Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item for additional information.

Mr. Manning requested a friendly amendment to re-open the public hearing on this item.

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

Opposed: McBride

Present but Not Voting: Jackson

The vote was in favor.

16. **SECOND READING ITEMS**

- a. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund – Mr. Malinowski moved, seconded by Ms. Terracio, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Walker, Livingston and McBride

Abstain: Dickerson

Present but Not Voting: Newton, Myers, Kennedy, Manning

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The vote in favor was unanimous with Ms. Dickerson abstaining from the vote.

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

- a. I move that Richland County establish an Ordinance and/or Ordinance language revision to mirror or replicate that of the City of Columbia to replace or eliminate the public safety concerns particularly with regard to those businesses that have had shootings on their business premises...[MANNING and KENNEDY] [FIRST READING] – This item was taken up in Executive Session.

18. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution an delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski inquired if there were no jobs associated with this item.

Mr. Jackson responded there was not an increase in the number of jobs.

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

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County and Project ES, including a negotiated fee in lieu of ad valorem tax and special source revenue credits arrangement; identifying the project; and other matters related thereto – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski inquired if there were no jobs associated with this item.

Mr. Jackson responded there was not an increase in the number of jobs.

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

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

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

I. **NOTIFICATION OF APPOINTMENTS**

- a. Hospitality Tax – Three (3) Vacancies (Two applicants must be from the Restaurant Industry) – Ms. Newton stated the committee recommended appointing Debora D. Lloyd to the Hospitality Tax Committee.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Accommodations Tax – One (1) Vacancy (Applicant must have a background in the Cultural Industry) – Ms. Newton stated the committee recommended re-advertising the vacancy.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Employee Grievance – Six (6) Vacancies (Must be a Richland County employee; 2 seats are alternates) – Ms. Newton stated the committee recommended appointing Susan Haurston-Hunt and re-advertising for the remaining vacancies.

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

Present but Not Voting: Dickerson and Manning

The vote in favor was unanimous.

20. **TRANSPORTATION AD HOC COMMITTEE** – Mr. Jackson stated the committee recommended to approve the Trenholm Acres/Newcastle Neighborhood Improvement Project Executive Summary, including the 3 streetscapes for Two Notch Road, Fontaine Road and Parklane Road; to defer the Shop Road Extension Phase 2 for additional information; and to approve the typical section design and engage the On-Call Engineering Team to begin design for the Blythewood Area Improvements (McNulty Street).

Ms. Dickerson stated she had questions about the Blythewood matters [i.e. “Blythewood Area Improvements (McNulty Street Improvements)”, “Approval of Blythewood Road Widening Shared Use Path Maintenance” and “Approval of Blythewood Area Improvements: Town of Blythewood Priorities Resolution”].

Mr. Malinowski inquired if all of these projects are within the referendum amount.

Mr. Jackson responded in the affirmative.

It was decided to take up the items individually.

- a. Trenholm Acres/Newcastle Neighborhood Improvement Project – Mr. Jackson stated the committee recommended to approve the Trenholm Acres/Newcastle Neighborhood Improvement Project Executive Summary, including the 3 streetscapes for Two Notch Road, Fontaine Road and Parklane Road.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Shop Road Extension Phase 2 – Mr. Jackson stated this item was deferred in committee.

- c. Blythewood Area Improvements (McNulty Street Improvements) – Mr. Jackson stated the committee recommended approving the typical design and engage the On-Call Engineering Team to begin the design work.

Ms. Dickerson inquired if this road a part of the original referendum.

Mr. Jackson stated the committee was told it was. There was a special provision for this particular item, as well, to make design changes.

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

Present but Not Voting: Myers, Manning and Walker

The vote in favor was unanimous.

- d. Approval of Percival Road Sidewalk Service Modification – Mr. Jackson stated the committee recommended approval of the service order modification.

Mr. Malinowski stated, since they are all coming in within he referendum amount, could you please explain the contingency authorization amount of (-\$77,214.00) listed on pp. 252.

Mr. Beaty stated, when a design contract is initially set up, Council allows a 10% contingency for any changes that may be required. On the Percival Sidewalk, they are requesting more than the usual 10%, so that subsurface utilities can be investigated, and the contract amount is just over \$77,000. On the Service Order Modification is shows it as a red number because it is above the original 10% amount.

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

Present but Not Voting: Myers, Manning, Walker and Dickerson

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The vote in favor was unanimous.

- e. Approval of Decker Blvd./Woodfield Park Neighborhood Improvement Project landscaped medians and driveway closures – Mr. Jackson stated the committee recommended approving the attached drawings showing the landscaped medians. The information will be presented to the public for review.

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

Present but Not Voting: Newton, Myers, Kennedy and Walker

The vote in favor was unanimous.

- f. Approval of Blythewood Road Widening Shared Use Path Maintenance – Mr. Jackson stated the SCDOT has agreed to maintain the Shared Use Path. The County will be responsible for maintaining the buffer area. The recommendation is to approve the Shared Use Path agreement with SCDOT.

Dr. Thompson stated SCDOT will maintain the Shared Use Path, and the County will be responsible for maintaining 5-ft. grass strip.

Mr. Malinowski inquired as to why unincorporated Richland County would be incurring the cost of maintaining property within the corporate limits of Blythewood.

Dr. Yudice stated the County can address recovering the costs incurred in an IGA with the Town of Blythewood.

Mr. Malinowski requested a friendly amendment to make approval of the agreement contingent upon an IGA with the Town of Blythewood.

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

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

- g. Approval of Blythewood Area Improvements: Town of Blythewood Priorities Resolution – Mr. Jackson stated the committee recommended approving the Town of Blythewood's January 2019 resolution defining their priority list.

Dr. Thompson stated the Town of Blythewood wanted to reorganize their priority list. In Ordinance 039-12HR, in fine print at the bottom of the ordinance, it allows them that privilege, as long as it remains within the ordinance amount.

Mr. Malinowski inquired, if Blythewood had citizen input on this matter, or do they need it.

Ms. Dickerson stated she was not a part of this, and it is in the middle of her district.

Dr. Thompson stated it was just a Town meeting.

In Favor: Terracio, Jackson, Newton, Myers, Walker and Livingston

Opposed: Malinowski

Abstain: Dickerson

Present but Not Voting: Kennedy, Manning and McBride

The vote was in favor.

- h. Approval of Atlas Road Widening SCE&G Utility Agreement – Mr. Jackson stated the committee recommended approving the utility agreement with SCE&G.

Mr. Malinowski inquired if we could get the estimated hours of construction for this project, and an explanation of what the construction is for.

Dr. Thompson stated the majority of the items under associated costs are materials. The row tree trimming, traffic control/flagmen, and surveying stake pole locations is labor. The total construction labor is the actual labor to relocate the utilities, which consists of digging.

Mr. Beaty stated the \$1.585 Million is the cost to SCE&G for their labor. They did not break it down that they pay a person “X” amount of dollars per hour, plus overhead. With all utility agreements, it is a not to exceed amount, so SCE&G will not spend more than this amount without coming back and getting a modified agreement.

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

Present but Not Voting: Newton, Kennedy, Manning and Walker

The vote in favor was unanimous.

- i. Approval of Shop Road Widening Termini Change from South Beltline to Mauning Drive – Mr. Jackson stated the committee recommended approval of the Shop Road Widening termini change from South Beltline and Mauning Drive, which will result in a savings of approximately \$3.1 million.

Ms. Myers stated she thought we were going to get additional information about cost savings on this item.

Dr. Thompson stated the additional cost savings is in regards to George Rogers Boulevard, which Mr. Beaty quoted as \$4 - \$5 million.

Mr. Jackson stated Mr. Beaty threw out the cost savings for George Rogers Boulevard, but did not want to be held to that number. Mr. Beaty was certain of the cost savings for this particular item.

Mr. Malinowski stated on pp. 285 it says, “The referendum included an allocation of \$33.1 million for this work. The current design for this project proposes a 5-lane section with curb and gutter and offset shared-use paths on each side of the road within these limits for an estimated cost of \$61.5

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million.” To him that looks like a cost overrun, yet we are bragging about saving \$3.1 million. He inquired if he was reading it incorrect.

Dr. Thompson stated Mr. Malinowski’s logic is correct.

Mr. Malinowski stated he asked in the beginning if all of these things were within the referendum amount, and he was told yes. So, this one is not. He stated we are approving going over by approximately \$30 million.

Dr. Thompson stated it is a policy decision.

Ms. Myers stated in the committee meeting we discussed this, and she raised the fact that it was twice the referendum amount. She asked specifically what was driving the costs, and Mr. Beaty stated he would bring back a description of the numbers. In addition, there was also this opportunity to save on the other end of it, which would bring it down to \$1 million.

Mr. Beaty stated the Shop Road Widening Project is significantly higher than the referendum amount primarily because of the extensive drainage required with the roadway. Most of the area is flat, and developed with a lot of parking lots. The area floods quite frequently, so when an entity improves the roadway the SCDOT is going to make the entity fix all those associated problems. The size of the drainage pipes, and the frequency of the catch basins is going to be greater than normal. Then, the corridor has a lot of utilities (i.e. water, sewer, fiber optics).

Mr. Jackson stated part of the motion, but he did not indicate, is to respond to what Ms. Myers raised, which was to approve the termini change, but to provide additional information regarding the cost savings.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until the March 19th Council meeting.

Mr. Malinowski requested a friendly amendment to research an alternative to reduce the costs.

In Favor: Terracio, Malinowski, Newton, Myers, Walker and Dickerson

Opposed: Jackson and Livingston

Present but Not Voting: Kennedy, Manning and McBride

The vote was in favor.

- j. Approval of Service Order: Clemson/Sparkleberry Intersection – Mr. Jackson stated the On-Call Engineering Team can only complete design up to 70% of the work. Additional design work is needed for the production of the final construction plans. The committee recommends approval the service order on the Clemson/Sparkleberry Intersection.

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

Present but Not Voting: Kennedy, Manning and Walker

The vote in favor was unanimous.

- k. Approval of Service Order: Broad River Road Widening – Mr. Jackson stated additional engineering studies are needed in order to reduce the project impacts and costs by shifting the alignment in 2 locations. The committee recommended approval of the additional engineering studies.

Mr. Malinowski stated, for clarification, Broad River Road is Route 176, not Route 76.

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

Present but Not Voting: Kennedy, Manning, Walker and Dickerson

The vote in favor was unanimous.

- l. Approval of Award Letter Recommending to Award Bid: Broad River Neighborhood Improvement Project – Mr. Jackson stated the committee recommended awarding bid for the Broad River Neighborhood Improvement Project.

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

Opposed: Manning

Present but Not Voting: Walker

The vote was in favor.

- m. Approval of Award Letter Recommending to Award Bid: Dirt Road Package I – Mr. Jackson stated the committee recommends approval of Dirt Road Package I, which includes Amick Drive, Cadia Drive, Julian Addy Circle, Howard Coogler Road, Manus Road, Meadow Lane, and SE Sedgewood Road.

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

Present but Not Voting: Myers, Manning and Walker

The vote in favor was unanimous.

- n. Approval of Award Letter Recommending to Award Bid: Southeastern Neighborhood Improvement Program – Mr. Jackson stated the committee recommended award of the bid for the Southeastern Neighborhood Improvement Program.

Mr. Malinowski inquired as to who the award is being given to.

Dr. Thompson stated McClam & Associates.

In Favor: Jackson, Newton, Kennedy and McBride

Opposed: Malinowski and Manning

Present but Not Voting: Terracio, Myers, Walker, Dickerson and Livingston

The vote was in favor.

- o. Approval of Calhoun Road Diet Executive Summary and recommendations – Mr. Jackson stated this item was deferred in committee.
- p. Approval of Jushi Letter Request for Extension – Mr. Jackson stated, if you recall, Jushi requested a delay in opening the Shop Road Extension. They have agreed to pay the \$30,000/month for inspectors, if there is a delay in opening the extension. The committee recommended approval.

Mr. Malinowski stated, for clarification, that the dollar figure cited is accurate.

Dr. Thompson responded in the affirmative.

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

Present but Not Voting: Jackson and Manning

The vote in favor was unanimous.

21. OTHER ITEMS

- a. A Resolution to appoint and commission Ashley Amber Rose Crawford as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County {Animal Care} – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

- a. Legal Update: Richland County vs. Program Development Team (PDT) – Mediation
- b. Pending Litigation: SC Dept. of Revenue vs. Richland County
- c. Contractual Matter: Richland County vs. City of Columbia
- d. Contractual Matter: Cedar Cove/Stoney Point Sewer Project
- e. Transportation Penny Program Path Forward
- f. An Emergency Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance
- g. I move that Richland County establish an Ordinance and/or Ordinance language revision to mirror or replicate that of the City of Columbia to replace or eliminate the public safety concerns

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particularly with regard to those businesses that have had shootings on their business premises...[MANNING and KENNEDY]

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

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

Opposed: Manning

Present but Not Voting: Malinowski and Kennedy

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 9:38 PM and came out at approximately 11:29PM

Mr. Walker moved, seconded by Mr. Malinowski, to come out of Executive Session.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- a. Legal Update: Richland County vs. Program Development Team (PDT) – Mediation – No action was taken.
- b. Pending Litigation: SC Dept. of Revenue vs. Richland County – Ms. Dickerson moved, seconded by Ms. Newton, to proceed as discussed in Executive Session.

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

Present but Not Voting: Kennedy, Manning and Livingston

The vote in favor was unanimous.

- c. Contractual Matter: Richland County vs. City of Columbia – No action was taken.
- d. Contractual Matter: Cedar Cove/Stoney Point Sewer Project – No action was taken.
- e. An Emergency Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance – Ms. Myers moved, seconded by Ms. Dickerson, that based on the number of shootings, fatalities, injuries and property damage within the last 6 months, at drinking places and nightclubs in unincorporated Richland County, the disproportionate criminal and other instances at public nuisance establishments, placing an unacceptable administrative, logistical, and financial burden on the County, and the County's Sheriff's Department, Richland County's EMS, and the entirety of the County's public safety agencies, diverting resources away from other public safety response efforts in the ordinary course, including those responses

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necessitated by activity that is lawful and not in the nature of a nuisance, that empirical evidence, as well as the anecdotal and eyewitness accounts of law and code enforcement personnel regarding such establishments, and the opinion of the County Council, the administrative staff and the Sheriff's Department of Richland County, that these limited number of establishments pose an imminent threat to life, health, public safety, and property in unincorporated Richland County. That an emergency be declared by the Richland County Council, and that an emergency ordinance dealing with public nuisances be adopted. In adopting the ordinance, Council does declare that an emergency exists and within the body of the ordinance we define that emergency. The ordinance does contain, in the title, the words emergency ordinance, as required by S.C. Code of Law 4-9-130. Under State Law, emergency ordinances require no readings, or prior publications, before adoption by County Council. This emergency ordinance shall be effective immediately on date of adoption and shall expire automatically on the 61st day following the date of enactment. The ordinance does not levy taxes, grant, renew or extend a franchise. Nor does it impose or change a service rate. I move that Council consider a permanent nuisance ordinance, in conjunction with the emergency ordinance modeled on the same. And, that both of those ordinance require the inclusion of the County Administrator and the Sheriff in taking emergency action. In addition, to amend the ordinance as discussed in Executive Session.

Mr. Smith stated, for clarification, Council is dealing with 2 ordinances. One is the emergency ordinance. The other item is Item (e) from the Consent Agenda, which was removed by Ms. Newton. That is a companion ordinance. Council is giving 1st Reading to that ordinance, and adopting the emergency ordinance. The ordinance that will become permanent is a 1st Reading item tonight.

Mr. Malinowski inquired about how much time there is when the Sheriff, in conjunction with the Administrator, shuttering a particular business. He stated we are talking about someone's livelihood.

Ms. Myers stated we discussed they would make amendments, as we proposed, for the long-term ordinance. In this one, we will follow the time period suggested by Ms. Newton in Executive Session for the next 60 days.

Mr. Malinowski stated it still has to come to Council. Which means you have a 60-day ordinance, and it could take 45 days before it gets to Council for a decision. We only officially meet on the 1st and 3rd Tuesdays of the month. He realizes they may be a nuisance, but we cannot become judge, jury and executor all at once.

Mr. Smith stated, to Mr. Malinowski's point, when the Council would have an opportunity to review this. Obviously, Council has regularly scheduled meetings; however, to the extent that you propose to amend it include participation by the Administrator, that also gives Council the opportunity, should they decide to do so, to call a Special Called Meeting.

Mr. Malinowski requested a friendly amendment that the Council, in conjunction with the Administrator and Sheriff's decision to shutter a business, will be notified so that within 7 days it will appear before Council.

Ms. Myers accepted the friendly amendment.

Mr. Livingston inquired what the remedy will be for the business if it is not heard by Council in 7 days.

Mr. Manning stated Council members do have the ability to call in for a Special Called meeting.

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

- f. Transportation Penny Program Path Forward – Mr. Walker moved, seconded by Mr. Malinowski, to permit staff to begin implementation of its transition of the Penny Program in-house. This transition is to be done in close consultation with the Richland PDT.

Mr. Manning stated he would like to speak in opposition to this motion. Council received 2 different Council Memorandums, on 2 different months, he is unclear as to which of the 2 we were looking at. Also, with the fact that we had the work session the week ago. We had a number of questions, and the answers were provided to us in the middle of the meeting tonight. Not having time to review the answers to the questions were asked. To have such an increased growth in the government to do this Penny Project concerns him greatly.

Mr. Malinowski stated Council has been advised they have the option, at any time, to cease and desist with moving forward.

In Favor: Terracio, Malinowski, Newton, Myers, Walker and Dickerson

Opposed: Manning

Abstain: Jackson, Kennedy, Livingston and McBride

The vote was in favor.

Mr.

In Favor: Manning and McBride

Opposed: Terracio, Malinowski, Newton, Myers, Walker and Dickerson

Abstain: Jackson, Kennedy and Livingston

The motion for reconsideration failed.

23. **MOTION PERIOD**

- a. I move to direct the County Administrator to solicit proposals for a survey to residents of Richland County. The purpose of the survey will be to help the County strategically plan for the future as they continue to grow and meet new challenges. The survey will also assist elected officials, as well as County Administrators, in making critical decisions about prioritizing resources and helping set the direction for the future of the County. The survey will gather and analyze input and data from residents on service quality, priorities and overall performance and satisfaction with County services [WALKER] – This item was referred to the Development & Services Committee.

- b. Investing in Richland County Citizens through Workforce Development and Equal Employment Opportunities – I move that Richland County Administration and its Office of Economic Development work in collaboration with Midlands Technical College to explore the implementation of a Richland County Workforce Development & Employment Initiative (WDEI). The initiative should include a Summer Youth Employment Program and will address employment and other economic development opportunities for disadvantaged and underserved communities for Richland County. The WDEI would address employability skills, support services, on the job training and job placement for unemployed and underemployed adults and youth residing in Richland County. The WDEI should also involve other county, state, public and private entities located in Richland County to maximize employment opportunities and a better quality of life for all of Richland County citizens [McBRIDE] – This item was referred to the Economic Development Committee.
- c. I move that Richland County remove the salary history question on employment applications in an effort to ensure fair hiring practices. The mandated change should apply to employment applications in print and online and the salary history question should also be removed from verbal interviews and employment screenings [TERRACIO] – This item was referred to the Administration and Finance Committee.
- d. I move that Richland County Council secure the services of a public relations firm to, among other things, assist Council as a whole and its individual members in informing the media and general public of the body’s collective work and activities and community engagements of individual members. A public relations contractor will complement the work of the Clerk’s Office, as well as the Public Information Office, which promotes activities of the entire County organization; while a public relations firm will focus solely on Council and its members. The assistance of a contractor will ensure Council abides by state law in its interactions with staff, as the nature of public relations assistance can involve individual requests or directives to staff, which falls outside the authority of individual members. [DICKERSON] – This item was referred to the Development and Services Committee.
- e. I move that Richland County Council pass a resolution urging the South Carolina State Legislature to pass the Equal Rights Amendment, making it the final state required to ratify the Amendment [TERRACIO] – This item was referred to the Development and Services Committee.
- f. Request staff to consider a public/private partnership for ambulance services in Richland County. Private ambulance companies could be utilized at various sporting events or in response to situations that are not life and death where immediate qualified EMT personnel are not needed. This would reduce the current incident responses for Richland County personnel [MALINOWSKI] – This item was referred to the Development and Services Committee.
- g. Establish the needed position(s) to allow the Internal Audit Committee to become a viable, functioning committee [MALINOWSKI] – This item was referred to the Administration and Finance Committee.
- h. Council needs to create an evaluation method for the employees they are responsible for, the Administrator, Clerk to Council and Attorney. Once done, the evaluation process must take place [MALINOWSKI] – This item was referred to the Administration and Finance Committee.

- i. FY19 – District Hospitality Tax Allocations [MALINOWSKI] – Mr. Manning moved, seconded by Mr. Malinowski, for unanimous consent for this item.

The motion was withdrawn, in order to add the item to the agenda for action.

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

In Favor: Malinowski, Jackson, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor of reconsidering the agenda was unanimous.

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

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

Present but Not Voting: Terracio and Kennedy

The vote in favor was unanimous.

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

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

- 24. **ADJOURN** – The meeting adjourned at approximately 11:57 PM.



Briefing Document

Agenda Item

Budget Transfer Policy

Background

During the February 19, 2019 County Council meeting, Mr. Alan Robinson of Cherry Bekaert presented the 2018 fiscal year audit. Following the presentation and discussion of its findings, County Council directed staff to develop and present a policy to comply with the audit's recommendation to "limit the use of budget transfers both in quantity and individual dollar value and to limit the number of employees with access to request budget and/or record budget transfers."

Issues

None.

Fiscal Impact

The policy will encourage strategic use and allocation of financial resources.

Past Legislative Actions

None.

Alternatives/Solutions

1. Approve policy as presented by staff, with any changes as requested by Council; or
2. Do not approve the policy

Staff Recommendation

Staff recommends approval of the budget transfer policy.

Motion Requested

I move to accept staff's recommendation to approve the budget transfer policy.

Attachment

1. Financial Policy Overview excerpt from the Richland County Budget Book

Submitted by

James Hayes, Director of the Office of Budget and Grants Management

FINANCIAL POLICY OVERVIEW

FINANCIAL POLICY OVERVIEW

Richland County Council is accountable to its citizens for the use of public dollars. Resources must be used wisely to ensure adequate funding for the services, public facilities and infrastructure necessary to meet the community's present and future needs. Therefore, the following financial policies have been adopted by County Council and are intended to:

- Establish the framework for fiscal planning and management.
- Set guidelines against which current budgetary performance can be measured
- Create a standard evaluation of proposals for future programs.
- Identify decisions that will achieve the financial stability required to accomplish the County's goals and objectives.
- Improve the County's fiscal stability by helping County Council plan fiscal strategy with a consistent approach.
- Correspond to provisions found in the State statues & complement professional standards established by GASB & GFOA

While the adopted policies are a guide to decision-making, results will be determined based on level of compliance. Adherence to the adopted financial policies will promote sound consistent management, which can lead to improved financial stability and lower cost of capital for the County. The policies are organized in three major sections: Financial Planning Policies, Revenue Policies and Expenditure Policies

FINANCIAL POLICIES

A. **Balanced Budget**

The County will live within its means. All departments supported by the resources of this County must function within the limits of the financial resources identified or available specifically to them.

- a. The County shall annually adopt a balanced budget where operating revenues are equal to operating expenditures. Budgets will not exceed available resources, defined as revenues generated in the current period added to balances carried forward from prior years.
- b. Balanced revenue and expenditure forecasts will be prepared to examine the County's ability to absorb operating costs due to changes in the economy, service demands and capital improvements. The forecast will be updated annually, focus on a three-year horizon, but include a five-year outlook.
- c. Current General Fund expenditures and subsidy appropriations are to be made against current revenue sources and not dependent upon uncertain reserves or fluctuating prior cash balances.
- d. Special Revenue Funds are supported by special levies and fees, etc. Expenditures in these funds are strictly limited to the mandates of the funding source. Special Revenue Funds are not to be used to subsidize other funds nor be subsidized by other funds, except as required or permitted by program regulations.
- e. Enterprise Funds are expected to be self-supporting entities through revenue generated from charges and user fees. The County will conduct annual reviews of its fee structure, charges for services and other operating revenues and expenditures.
- f. Current operating results for all funds shall be reviewed annually during the budget process. Recommended revenues and/or expenditures shall be adjusted for any expected or realized negative operating results in the current budget process.

g. Budget Transfer Policy

I. Purpose:

- a. To define parameters for the reallocation of budgetary resources from one line item object code to another to increase its budgeted amount;
- b. To encourage strategic allocation of financial resources by department directors;
- c. To comply with the external auditor's recommendation of limiting the number of budget transfer requests throughout any given fiscal year.

II. Authority:

- a. Department directors or their designee will have the authority to request budget transfers.

III. Amount:

- a. Transfers must in whole dollars and must be a minimum of \$50.
- b. Transfers in excess of \$100,000 require prior approval from the Office of Budget and Grants Management.
- c. Transfer in excess of \$200,000 require notification to the County Administrator's Office.

IV. Restrictions: These restrictions are to encourage strategic thinking by reallocating financial resources to those object codes where they are historically expended and to reduce the number of overall transfers.

- a. Funds may not be transferred from personnel line items such as Salaries and Wages without the expressed approval from the Office of Budget and Grants Management;
- b. Funds may not be transferred from operating accounts 521600, 521700, and 521900;
- c. Budget Transfers must have the appropriate justifications and, if applicable, supporting documentation;
- d. Budget Transfers with description such as the "default" or "re-budget" will not be approved. A brief description must be included;
- e. Funds may not be transferred from the matching grants 5282 and 5382 object codes unless used for grant related items;
- f. Budget Transfers between departments are not permitted without expressed approval from the Office of Budget and Grants Management;
- g. Budget transfers are permitted only for the first 45 business days of the fiscal year. After 45 business days, transfers will be permitted once per quarter on designated days as determined by the Office of Budget and Grants Management (beginning July 1, 2019);
- h. Budget transfers will not be authorized after June 1 of each fiscal year.

FINANCIAL POLICY OVERVIEW

B. Long-Range Planning - Capital Management Policies

A five-year Capital Improvement Plan (CIP) will be developed and updated annually including anticipated funding sources. Capital improvement projects are defined as infrastructure or equipment purchases or construction which results in a capitalized asset costing more than \$50,000 and having a useful (depreciable) life of four years or more.

- a. The CIP will include, in addition to current operating maintenance expenditures, adequate funding to support repair and replacement of deteriorating infrastructure and avoidance of a significant unfunded liability.
- b. Proposed capital projects will be reviewed and prioritized by a cross-departmental team regarding accurate costing (design, capital and operating) and overall consistency with the County's goals and objectives. Financing sources will then be identified for the highest ranking projects prior to request for approval.
- c. The County will maintain or increase the use of pay-as-you go funding and will avoid the use of long-term debt for small projects (less than \$100,000) or those with a useful life of less than 20 years.
- d. The first year of the five-year CIP will be the basis for the fiscal year appropriations during the annual budget process. If new project needs arise during the year, a mid-year budget ordinance identifying both the funding sources and project appropriations will be utilized to provide formal budgetary authority for the subject projects.
- e. Any excess funds available once the project scope has been completed will first be utilized to pay down the associated debt service. Other uses may be considered but will require the re-appropriation by Council for additional projects.
- f. A project monitoring team chaired by a representative from the County Administrator's office and including all project managers for active projects will periodically review progress, issue progress reports and coordinate new project resolutions and ordinances with the Finance Office during the fiscal year.
- g. Pay-as-you-go Capital Improvement Plan (CIP) financing should account for a minimum of 25 percent of all capital improvement projects for each five-year planning period. Pay-as-you-go financing is defined as all sources of revenue other than County debt issuance, i.e., fund balance contributions, developer contributions, grants, endowments, etc.

REVENUE POLICIES

A. Revenue Diversification

The County will strive to diversify its revenues in order to maintain needed services during periods of declining economic activity through the following practices.

- a. Budget development will use strategic multi-year fiscal planning, conservative revenue forecasts and modified zero-base expenditure analysis that requires every program to be justified annually in terms of meeting intended objectives ("effectiveness criteria") and in terms of value received for dollars allocated ("efficiency criteria"). The process will include a diligent review of programs by staff, management and County Council.
- b. Revenues will not be dedicated for specific purposes, unless required by law or generally accepted accounting practices (GAAP). All non-restricted revenues will be deposited in the General Fund and appropriated by the budget process.
- c. Current revenues will fund current expenditures and a diversified and stable revenue system will be developed to protect programs from short-term fluctuations in any single revenue source.

FINANCIAL POLICY OVERVIEW

B. Fees and Charges

Enterprise (Water, Sewer, Solid Waste Management, Parking and Airport) user fees and charges will be examined annually to ensure that they recover all direct and indirect costs of service and be approved by the County Council. Any unfavorable balances in cost recovery will be highlighted in budget documents. Rate adjustments for enterprise operations will be based on three-year financial plans.

C. Use of One-Time/Unpredictable Revenues

The County will use one-time revenue to fund one-time expenditures; they will not be used to finance ongoing programs.

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EXPENDITURE POLICIES

A. Debt Capacity, Issuance and Management Policies

- a. The net debt of the County is statutorily limited to eight percent of the assessed valuation of taxable property within the County. The County will utilize a self-imposed ceiling of 6%.
- b. The County will seek to maintain and, if possible, improve our current bond rating in order to minimize borrowing costs and preserve access to credit.
- c. The County will not use long-term debt to finance current operations. Long-term borrowing will be confined to capital improvements or similar projects with an extended life when it is not practical to be financed from current revenues.
- d. Debt payments shall not extend beyond the estimated useful life of the project being financed. The County will keep the average maturity of general obligation bonds at or below twenty years, unless special circumstances arise warranting the need to extend the debt schedule to twenty-five years.
- e. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance costs associated with the project.
- f. An analysis showing how the new issue combined with current debt impacts the County's capacity and conformance with County debt policies will accompany every future bond issue proposal.
- g. All County Debt Service fund balances shall maintain a level to cover eighteen months of required expenditures to service debt.
- h. County Debt Service costs should not exceed 25% of the County's operating revenue in order to control fixed costs and ensure expenditure flexibility. Special Purpose Districts' debt service is not included in this calculation because it is paid by district property owners.
- i. Debt financing should not exceed the useful life of the infrastructure improvement with the average bond maturities at or below ten years
- j. A ratio of current assets to current liabilities of at least 2:1 will be maintained to ensure the County's ability to pay short-term obligations. (The current ratio is the ratio of current unrestricted assets to current liabilities).

FINANCIAL POLICY OVERVIEW

- k. The County Auditor will prepare a schedule of funds required, by bond or note category, to meet bond principal and interest requirements for the ensuing year. This schedule will be made available to the County administrator, in accordance with the budget calendar adopted by Council.
- l. Enterprise Fund projects are formulated and undertaken on a self-sustaining basis; no General Obligation (GO) capacity shall be obligated for enterprise projects. The exception will be when it is determined that the County may have received a cost benefit by issuing GO bonds. In all cases, those issues will be backed by the revenue of the system.
- m. All interest earned from bond proceeds or other capital projects funding will be limited to use toward funding changes to the bond financed CIP, as approved by County Council or transferred to debt service and used to reduce the terms of payback.

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B. Reserve Funds / Stabilization Funds

Governmental Finance Officers Association (GFOA) recommends that “Governments should maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.” Therefore the following guidelines on stabilization funds are used in financial planning for the County operating budget:

- a. General Fund: The minimum undesignated General Fund balance should be maintained at a level sufficient to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures. As a financial goal, the General Fund balance for Governmental Accounting Standards Board (GASB) #34 reporting purposes should equal a minimum of 20% and maximum of 35% of the total audited General Fund expenditures for the previous fiscal year. The cash portion of the reported General Fund balance should equal at least 4 months ~~(\$28M)~~ operating expenditures. ~~Currently, General Fund operating expenditures average \$12.3 million per month.~~ These funds are needed in the County’s general operating cash account for the purpose of funding the County’s operations throughout the fiscal year. Any General Fund balance determined to be in excess of the financial goals for fund balance and for investment strategies may be available for expenditure, but only under specific qualifications. These qualifications include uses for one-time capital and special project costs and should never be used to fund operating costs. One-time capital and special projects should be carefully considered to insure that they add to the efficiency, development or cost effectiveness of the County. Unpredicted, one-time expenditures directly caused by and related to natural or man-made disasters may be considered necessary for prudent use of excess fund balance.
- b. Self-Insurance Reserves will be maintained at a level, which, together with purchased insurance policies, will adequately indemnify the County’s property, liability and health benefit risk. A qualified actuarial firm shall be retained on an annual basis in order to recommend appropriate funding levels, which will be approved by Council. Richland County is to be self-funded against tort claim liability and shall not carry an excess liability insurance policy as of July 1, 2005. Funding shall be established through the annual automatic re-budgeting of the County Self-Funded account. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only to cover tort liability claims against the County. This shall increase the original appropriated budget and shall not require a separate budget amendment.
- c. Enterprise Reserves will be maintained to meet three objectives:
 - i Ensure adequate funding for operations

FINANCIAL POLICY OVERVIEW

- ii An undesignated operating reserve will be maintained at a minimum of 60 days budgeted system operating expenditures to provide sufficient expenditure flexibility based on the current economic environment.
- iii Ensure infrastructure repair and replacement
Replacement and Extension Reserve will be maintained to meet the minimum requirement of 2% of all tangible assets of the system to ensure replacement of water and sewer infrastructure.
- iv To provide working capital while providing a reasonable level rate change for customers.
- v In addition, Working Capital will be funded based upon a multi-year financial plan to provide adequate cash for water and sewer capital improvements and to level the impact of rate increases upon our customers.

- d. Special Revenue Operating Reserves will be maintained at a minimum of 60 days of budgeted system operating expenditures to provide sufficient expenditure flexibility based on the current economic environment.
- e. Contingency Reserves may be determined annually by reserving up to 3% of operating funds in the General Fund to offset unanticipated revenue shortfalls and/or unexpected expenditure increases. Contingency reserves may also be used for unanticipated and/or inadequately budgeted events threatening the public health or safety. Use of contingency funds should be utilized only after all budget sources have been examined for available funds and subject to County Council approval. These funds if allocated will be restored in the next fiscal year.
- f. All fund designations and reserves will be evaluated annually for long-term adequacy and use requirements.

C. Operating/Capital Expenditure Accountability

- a. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial health. Future service plans and program initiatives will be developed to reflect current policy directives, projected resources and future service requirements. In order to ensure compliance with policy, sunset provisions will be required on all grant program initiatives and incorporated into other service plans, as appropriate.
- b. The budget process is intended to weigh all competing totals for County resources, within expected fiscal constraints. Totals for new, ongoing programs made outside the budget process will be discouraged.
- c. Addition of personnel will only be requested to meet program initiatives and policy directives after service needs have been thoroughly examined and it is substantiated that additional staffing will result in increased revenue or enhanced operating efficiencies. To the extent feasible, personnel cost reductions will be achieved through attrition.
- d. Grant funding will be considered to leverage County funds. Inconsistent and/or fluctuating grants should not be used to fund ongoing programs. Programs financed with grant monies will be budgeted in separate cost centers and the service program will be adjusted to reflect the level of available funding. In the event of reduced grant funding, County resources will be substituted only after all program priorities and alternatives are considered during the budget process.
- e. Alternative means of service delivery will be evaluated to ensure that quality services are provided to our citizens at the most competitive and economical cost. Departments, in cooperation with the County Administrator, will identify all activities that could be provided by another source and review

FINANCIAL POLICY OVERVIEW

options / alternatives to current service delivery. The review of service delivery alternatives and the need for the service will be performed annually or on an “opportunity” basis.

- f. The County will follow an aggressive, consistent, but sensitive to the circumstances policy of collecting revenues to the limit of our ability. Collection policy goal will be for all adjusted uncollectible accounts to be no more than .5 of 1% of the total County revenue being adjusted for bad debts annually.

D. Financial Reporting Policies

- a. The County’s accounting and financial reporting systems will be maintained in conformance with all state and federal laws, generally accepted accounting principles and standards of GASB and GFOA.
- b. An annual audit will be performed by an independent public accounting firm; with an audit opinion to be included with the County’s published Comprehensive Annual Financial Report (CAFR).
- c. The County’s CAFR will be submitted to the GFOA Certification of Achievement for Excellence in Financial Reporting Program. The financial report should be in conformity with GAAP, demonstrate compliance with finance related legal and contractual provisions, disclose thoroughness and detail sufficiency and minimize ambiguities and potentials for misleading inference.
- d. The County’s Budget will be submitted to the GFOA Distinguished Budget Presentation Program. The budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units and as a communications device for all significant budgetary issues, trends and resource choices.
- e. Financial systems will maintain internal controls to monitor revenues, expenditures and program performance on an ongoing basis.

E. Other Policies

- a. Special Revenue Fund - Accommodation Tax

Certain expenditure policies are dictated by SC Code of Laws, namely:

- i The first \$25,000 of accommodation tax receipts are transferred, without restriction, to the County’s General Fund; the remainder is held in a statutorily defined “tourism promotion fund.”
- ii From the “tourism promotion fund”, 30% is paid to a non-profit agency or agencies designated by the County for the conduct of an ongoing tourism promotions program; an additional 5.0% is transferred, without restriction, to the County’s General Fund: the remainder must be spent for the provision of facilities and services to serve the tourist population and for the promotion of the arts.
- iii County policy provides additionally, that the County shall maintain its portion of accommodation tax receipts identified in #45 above in the “tourism promotion fund” as restricted fund balance to a level of \$100,000 to support cash flow needs of the fund. All funds above the \$100,000 shall be transferred annually to the general fund without restriction.
- iv All Accommodation’s Tax funding provided by Richland County to Outside Agencies shall be recognized as program operating funds and should be applied toward the ongoing operational funding of approved programs and should not be in part or full used to cover debt service payments for past or future program expenditures.

FINANCIAL POLICY OVERVIEW

b. Enterprise Funds

- i All funds shall be supported by their own rates and not subsidized by other funds. Rate structures should include the review and coverage for all debt service requirements and non-cash expenditures (depreciation).
- ii All funds will pay their fair-share of overhead services provided by the General Fund.

c. Special Revenue Funds

- i All special revenue funds are designed to fully fund the program and shall maintain a fund balance of a minimum of 60 days of budgeted system operating expenditures to provide contingency funding for costs associated with the on-going operation.

The Budget Detail by Fund section provides an overview of the County budget at the fund level. Presented first is a brief narrative, which provides information on the budgetary basis used by Richland County for each fund type and the principles of fund accounting. Following the narrative, there is an explanation of the purpose of each fund.

Monthly Financial Budget Update January FY19

Fund	FY19 Adjusted Budget	Jan FY19 YTD Expense	Jan FY18 YTD Expense	Balance as of January 31	% Expended
General Fund Total	178,020,461	94,111,832	86,365,003	73,396,033	53%
Special Revenue Total	240,232,029	57,890,236	94,874,158	157,073,655	24%
Capital Projects Total	263,392,099	60,503,396	49,121,477	136,697,207	23%
Debt Service Total	124,759,626	27,985,486	75,738,441	96,774,140	22%
Enterprise Total	46,191,227	22,295,828	21,601,994	5,674,165	48%
Millage Agency Total	432,959,930	267,927,015	294,436,861	165,032,915	62%
Grand Total	1,285,555,373	530,713,794	622,137,935	634,648,115	41%

Open Encumbrance Totals:

General Fund	10,512,596
Special Revenue	25,268,138
Capital Projects	66,191,495
Debt Service	N/A
Enterprise Total	18,221,235
Millage Agency	N/A
Grand Total	120,193,464

Notes:

Funds are doing well overall and are in range of adjusted budgets. There are some individual departments that are projecting a deficit in personnel expenditures; however, the Office of Budget & Grants Management will work with those departments to ensure they have fiscal capacity to cover those deficits.

2019 County Council Retreat Summary Report

Purpose

This summary captures a two-day program of presentations and facilitated goal/priority setting sessions held January 23 – 25, 2019 in Charleston, South Carolina.

County staff and other presenters provided information relevant to major County service functions, initiatives, and projects for two purposes:

1. To provide status updates
2. To generate discussion for future action by Council

As a result of those discussions, staff identified the following as emergent matters for Council action and/or direction and has since been tracking any action taken relative thereto.

Session I

County Financial Status

Budget staff requests a clear and concise list of Council priorities or goals to determine funding allocations. Staff requests consistently exceed the limited revenue growth; therefore, Council priorities guide the budget process.

County Utilities

Adopt the rate adjustment proposed by Wildan Financial Service

- The proposed new rate structure would enable the County to complete necessary repairs and replacement (R&R) and expansion projects without the transfers in or subsidies from the County's General Fund.
- Staff recommends the Council adopts the rate adjustment as proposed to be implemented on or before July 1, 2019.

At its February 19, 2019 meeting, County Council approved the staff's recommendation to adopt the proposed rate adjustment.

Stoney Point /Cedar Cove Rehab Project

- DHEC issued the "Permit to Construct" for the Cedar Cove project in February 2019.
- To fund the construction of the project, staff recommends the issuance of General Obligation Bond Anticipation Notes and the first reading of the Bond Ordinance.

At its February 19, 2019 meeting, County Council approved the staff's recommendation for the \$2.5 million budget amendment to fund the project.

South East Sewer Expansion Project.

- The funding needs for the construction of the project are included in FY 2020 of the proposed CIP.
- Staff recommends Council approve the proposed CIP for project execution and finalize negotiations with City of Columbia for transfer of customers (near Lower Richland Blvd and Garners Ferry).
- The Utilities Department has been directed to submit the preliminary drawings along with the Pre-Application Meeting Request Form to the Army Corps of Engineers to begin the review process.
- Staff recommends Council approve the proposed CIP for project execution and finalize negotiations with City of Columbia for transfer of customers (near Lower Richland Blvd. and Garners Ferry).

Water feasibility Study.

- The cost estimate provided for phase 1 of water expansion in southeast is \$8.5 million with a yearly operational and maintenance cost of \$0.5 million
- Staff recommends Council direct staff (Administration, Budget, Finance/FA, Legal) to develop a funding plan for the project by or before Q2-2019.

Approval of the Capital Improvement Plan (CIP)

- Staff recommends Council approve the CIP during its upcoming Biennium Budget II process. The table below shows a summary of the funds required for the projection period.

Fiscal Year	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	Funding Total
Total (Renewal Project)	\$6,855,000	\$3,205,000	\$2,471,667	\$3,836,667	\$4,049,334	\$2,930,000	\$2,387,000	\$2,065,600	\$2,622,600	\$21,510,000	\$51,932,868
Total (Expansion Project)	\$3,772,500	\$13,537,000	\$8,000,000	\$0	\$8,218,100	\$11,700,000	\$19,584,750	\$8,559,750	\$15,877,833	\$17,356,166	\$106,606,099
Yearly Total	\$10,627,500	\$16,742,000	\$10,471,667	\$3,836,667	\$12,267,434	\$14,630,000	\$21,971,750	\$10,625,350	\$18,500,433	\$38,866,166	\$158,538,967

2

County Transportation

The Department of Transportation seeks Council’s direction on the department’s operations to address the following:

- There are insufficient funds to cover the department’s administrative budget, the roadway budget and the bikeways/pedestrians/greenways budget for the duration of the Penny program.
 - The administrative budget will need approximately \$40M to sustain the program until FY2026. It will deplete in FY2021
 - The roadway budget will need approximately \$101M to sustain the program until FY2026. It will deplete in FY2023.
 - The bikeways/pedestrians/greenways budget will need approximately \$1.6M to sustain the program in FY2024.

At its March 5, 2019 meeting, County Council approved staff to begin the transition of the program in house in close consultation with the PDT.

Session II

Richland Renaissance

At the 2019 Council Retreat, staff introduced a modified concept for the Renaissance consisting of only those elements that pertain to quality of life and/or the efficient provision of critical County services. The elements of the modified plan are as follows:

- Facilities Plan
 - Judicial Center
 - Columbia Place Mall

- Southeast Richland Centers
 - Critical Care Facility
 - County Services Outpost
 - Historical Trail

- Revivify Richland
 - Blight Remediation
 - Gateway Signage and Beautification

Staff's recommendation was that County Council take Richland Renaissance out of deferment via the approval of the three (3) elements detailed above.

At its February 19, 2019 meeting, County Council approved staff's recommendation to bring Renaissance out of deferment via the approval of the modified plan and directed staff to consider possible uses for properties acquired in the Dutch Square area as moved by Chairman Livingston.

3

Total Rewards Implementation

Achieving Employer of Choice status will require significant follow up by management, greater accountability for all levels of staff, proper training for and engagement by all employees. Investment in implementation of the Total Rewards program may require approximately \$11.4 million dollars; these costs include \$1.4 million plus associated benefits to bring employees to the minimum of the new pay ranges, and \$10 million to make wages more competitive with the Market Rate. There are several actions being requested of Council to implement the Total Rewards Study:

- Accept the Total Rewards Study Final Report
- Adopt the Employer of Choice Strategy
- Adopt the Total Rewards Focus
- Authorize the Director of Human Resource Services Department to coordinate the necessary analysis, management, training, accountability and follow up on the responses in the Employee Engagement Survey with departments and employees
- Authorize the Director of Human Resources to assign job classifications to the appropriate pay ranges based on appropriate market rate data, internal equity and other relevant job classification information
- Approve the proposed P pay structure ranges
- Authorize the County to invest up to \$11.4 million in the realization of the TRS Program
 - \$1.4 million to bring employees up to the minimum of the proposed pay structure ranges
 - \$10 million to make employees' wages more competitive with the Market Rate for their respective jobs consider their years of experience with Richland County Government

In response to the above detailed recommendation of staff, County Council scheduled a work session for March 19, 2019 to discuss the Total Rewards Program.

Private Roads

- February 5, 2013, Council approved accepting and improving forty [40] roads
 - This work is underway
- April 3, 2018 – Council awarded a contract for road improvements in the Hunter’s Run subdivision
 - At this meeting, Council directed staff to “bring back to Council all non-dirt roads that are outstanding by the end of April.”
- April 27, 2018 – Staff presented a comprehensive conditions assessment of all non-public, non-dirt roads via the Administrator’s Report
- October 16, 2018 – Staff presented at a Council Work Session with a recommendation for Council to, via the D&S Committee, proceed with the implementation of a plan to improve roads abandoned by developers within subdivisions that have undergone the proper, County development processes
 - No action was taken
- January 24, at its 2019 retreat, Council was given a modified presentation of information pertaining to non-public, non-dirt roads as presented at the October 16, 2018 work session and staff, again, put forth the recommendation to move this item forward for vetting via the D&S Committee for further consideration and discussion.

Staff recommends that Council forward a recommendation to the D&S committee for review and consideration to:

- Proceed with implementation of a plan to improve roads within subdivisions abandoned by developers only, which includes:
 - Procurement of a third-party team to assist
 - Development of a 5-year funding plan within the CIP
 - Scheduling of work based on highest scoring within a matrix, to be developed, that is reflective of the following Council priorities:
 - Worst condition assessment
 - Age of neighborhood (oldest to youngest)
 - Have no active developer (if active, continue to monitor the completion of the subdivision)
 - Establishment and enforcement of a penalty for developers who have contributed to this scenario
- Continue using current policies and practices for inspection and enforcement on subdivisions under active construction

4

Session III

City of Columbia Annexation

In 2009, the City of Columbia adopted an annexation plan entitled the *Urban Service Area Plan*. This plan is intended to aid the City in a more aggressive, strategic approach to annexation.

In 2018, the City of Columbia acted upon twenty-five (25) petitions for annexation – fifteen (15) of which were approved and ten (10) of which were pending at the conclusion of the year. Approximately sixty-three (63) parcels, accounting for 153.18 acres were annexed while twenty (20) parcels remained pending at the close of the year.

Annexation, in and of itself, is an area of concern for the County as it stands to impact citizens thereof in a variety of ways but a more aggressive annexation plan coupled with approximately \$4.6 billion dollars of untaxable properties in the County makes more urgent the need for a strategic path forward on behalf of Richland County Government.

Staff requests a work session with County Council, wherein all relevant personnel can come together and discuss the impacts of annexation, be scheduled in the near future.

Session V

Economic Development

Staff does not request any action at this time.

IT Needs Assessment

Staff informed County Council of several countywide information technology areas of concern. Those areas include:

1. Obsolete technology: lack of investment in hardware and software of several decades;
2. Lack of redundancy (backup) in certain County functions;
3. Disparate systems: there is no inter-systems communications (e.g., Assessor, Treasurer, and Auditor offices);
4. Security may be compromised by using obsolete technology.

Administration is currently seeking an intern to assist with this project. Completing the needs assessment study will allow the County to develop an Information Technology Strategic Plan.

Leasing vs Purchasing Cost Analysis

Staff does not request any action at this time.

Session VI

Council Goals & Priorities

Staff requests a clear, concise list of Council goals and priorities following its to-be-scheduled work session.

STATE OF SOUTH CAROLINA)	
)	INTERGOVERNMENTAL AGREEMENT FOR
)	BULK WATER SALE
COUNTY OF RICHLAND)	

This PURCHASE AGREEMENT FOR BULK WATER (“Agreement”), effective as of the [DAY] of [MONTH], [YEAR], is made by and between RICHLAND COUNTY, SOUTH CAROLINA (“County”), and the CITY OF COLUMBIA, SOUTH CAROLINA (“Columbia”).

WHEREAS, Columbia is a body politic and corporate and is vested with all powers granted to municipal corporations by the Constitution and the general laws of the State of South Carolina (“State”), including the power to make and execute contracts and operate utility systems;

WHEREAS, the County is a political subdivision authorized to conduct business in the State and is vested with all corporate powers under the Constitution and general laws of the State, including the power to make and execute contracts and to operate utility systems;

WHEREAS, the County desires to purchase water from Columbia on a bulk basis so that the County can service the property more particularly described on the attached Exhibit A (“Service Area”);

WHEREAS Columbia is willing to sell water to the County on a bulk basis.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Columbia agrees to supply and County agrees to purchase bulk water from Columbia, not to exceed 10,000 gallons per day, for County to serve within the Service Area as described in Exhibit A. County shall be responsible for determining that the amount of water purchased is adequate for service to the Service Area from the specified delivery point. Columbia does not guarantee or warrant any specific level of service, but will use all reasonable efforts to provide County with bulk water from Columbia, not to exceed 10,000 gallons per day. Water delivered to the County’s specified service delivery point shall meet all applicable South Carolina Department of Health and Environmental Control (SCDHEC) standards for potable water. Columbia shall monitor the water quality on Columbia’s side of the meter(s) at the service delivery points, at such times and in such manner as Columbia deems appropriate, to confirm that the water delivered to County at the service delivery points meets all applicable SCDHEC standards for potable water. If Columbia determines that the water does not meet all applicable SCDHEC standards for potable water, Columbia shall immediately notify County, shut off the provision of water purchased under this Agreement to County and take appropriate measures to cause the water to meet all applicable SCDHEC standards for potable water. The parties agree that the sale of water by Columbia and the purchase by County does not constitute permission by County for Columbia to annex now or in the future any portion of the Service Area as described in Exhibit A.

2. Water furnished by Columbia shall be measured at the service delivery point by metering equipment owned and maintained by Columbia and paid for and installed by County. County shall pay for and purchase the appropriate size meter from Columbia. Metering equipment shall be installed in housing constructed by County, at County’s cost and expense, at a service delivery points acceptable to the parties. Columbia and County shall have free access to the metering equipment.

3. In the event County requires service delivery points in addition to the current service delivery point(s), County shall construct, not at Columbia's expense, any water main extensions and appurtenances of appropriate size, as approved by Columbia, required to provide water to the service delivery points, and County shall own any water main extensions and appurtenances it may construct. Such water main extensions shall be installed within easements and in accordance with plans approved by Columbia. County will not place the system in operation until final inspection and final approval is given by Columbia. County shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any federal or other state entities required to construct, operate and maintain the system.

4. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to County. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Monthly service charges for water supplied and billed to County are to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to County are fifteen (15) days in arrears, Columbia shall have the right, thirty (30) days after the mailing of written notice of the default to County, to terminate this Agreement and cease furnishing water to County.

5. County shall pay to Columbia monthly service charges for all water provided under the terms of this Agreement in accordance with the rates set forth in Appendix "A", which is attached hereto and incorporated herein by specific reference thereto.

6. The rates specified in Paragraph 5, Appendix A, above, may be increased or decreased by Columbia City Council, from time to time, by Ordinance, in its sole and exclusive discretion.

7. Installation, ownership, operation and maintenance of any and all portions of the water distribution system past the service delivery points shall be the sole responsibility of County, at no cost to Columbia.

8. County shall have the exclusive right to assess and collect any tap-on fees and service charges for any connections to any portions of the water distribution systems that are located past the service delivery points.

9. Columbia shall use reasonable diligence to provide a regular and uninterrupted supply of water to the service delivery points, but shall not be liable to County for damages, breach of contract or other variations of service occasioned by any cause whatsoever. Such causes may include by way of illustration, but not limitation, acts of God or of the public enemy, acts of any federal, state or local government in either its sovereign or contractual capacity, fires, droughts, floods, epidemics, quarantine restrictions, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service. Columbia shall notify County as soon as is practicable in advance of any reduction in the amount of water made available to County. In the event the City restricts water use during a water shortage as provided for by City Ordinance Sec. 23-70, such restrictions shall apply equally to County and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, County shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount identified by Columbia. Columbia reserves the right, at any time without notice to County or its customers, to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains hydrants or other connections. No claims shall be made against Columbia by County by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for

repairing, laying or relaying mains, hydrants or other connections. Columbia shall assume no responsibility, financially or otherwise, for water quantity or quality past the service delivery points, including responsibility for compliance with all state and/or federal regulations relating to drinking water.

10. This Agreement shall be effective once signed by the parties and shall be in effect unless terminated by either party upon the terminating party giving ninety (90) days' written notice of its termination of the Agreement to the other party.

11. The parties agree that this Agreement supersedes all previous agreements between the parties for the sale of bulk water for the Service Area described in Exhibit A, and all such previous agreements shall be of no effect upon the execution of this Agreement.

12. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. Neither party shall not assign this Agreement or transfer any rights and obligations hereunder without written consent of the other party. Such consent will not be unreasonably withheld by Columbia or County. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.

13. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient pre-paid postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of Columbia	Attention:	City Manager Post Office Box 147 Columbia, SC 29217	Copy to:	City Attorney Post Office Box 667 Columbia, SC 29202
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COUNTY	Attention:	County Administrator Post Office Box 192 Columbia, SC 29202	Copy to:	County Attorney Post Office Box 667 Columbia, SC 29202
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14. If any one or more of the terms of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, Columbia and County agree to amend such term or terms to bring the Agreement in compliance with law if such term or terms are essential to the validity or operation of this Agreement otherwise such terms shall be deemed severable from the remaining terms of this Agreement and shall in no way affect the validity of the other terms of this Agreement.

15. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or County. Jurisdiction of any action brought by Columbia or County under this Agreement shall be in the Court of Common Pleas with venue in Richland County.

16. This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their respective successors and assigns, as may be applicable to the particular entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials the date first written above.

WITNESSES:

COUNTY

By: _____

ITS: _____

Date: _____

WITNESSES:

CITY OF COLUMBIA

By: _____

ITS: _____

Date: _____

APPENDIX A
RATE ORDINANCE

ORDINANCE NO.: 2018-027

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and (b)

BE IT ORDAINED by the Mayor and Council this 19th day of June, 2018, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and (b), are amended to read as follows:

Sec. 23-143. Water service rates.

Generally. Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	In City	Out of City
Minimum--300	3/4"	7.58	12.90
	1"	12.67	21.53
	1.5"	18.97	32.25
	2"	30.35	51.60
	3"	60.71	103.20
	4"	94.85	161.25
	6"	189.94	322.89
	8"	303.53	516.00
	10"	602.66	1024.52
Additional charge per 100 cubic feet			

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	In City	Out of City
Residential:		
Next 9,700	2.72	4.63
Next 90,000	2.59	4.40
Over 100,000	2.45	4.16
Irrigation:		
Next 9,700	4.63	7.87
Next 90,000	4.40	7.49
Over 100,000	4.16	7.08
All others:		
Next 9,700	2.59	4.40
Next 90,000	2.45	4.16
Over 100,000	2.29	3.90

ORIGINAL
STAMPED IN RED

ORIGINAL
STAMPED IN RED

Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	7.58	12.90
1	7.58	12.90
1½	7.58	12.90
2	12.14	20.63
3	24.28	41.27
4	37.94	64.49
6	75.88	129.00
8	121.42	206.40
10	189.71	322.50

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge	
	In City	Out of City
Each 100 cubic feet	3.94	6.71

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City	Out of City
5/8	12.30	15.65
1	17.35	22.91
1½	22.38	30.17
2	32.46	44.65
3	52.60	73.67
4	92.88	131.69
6	193.58	276.76
8	274.13	392.82
10	603.90	867.93

(c) Limitation on charge on single-family residences. Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(d) Apartments and trailer parks. Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(e) Hotels, motels, dormitories and roominghouses. Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f) Contaminated groundwater. Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

This ordinance is effective as of July 1, 2018.

Requested by:

Mayor and City Council _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:

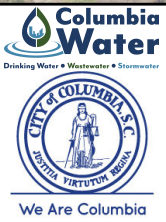
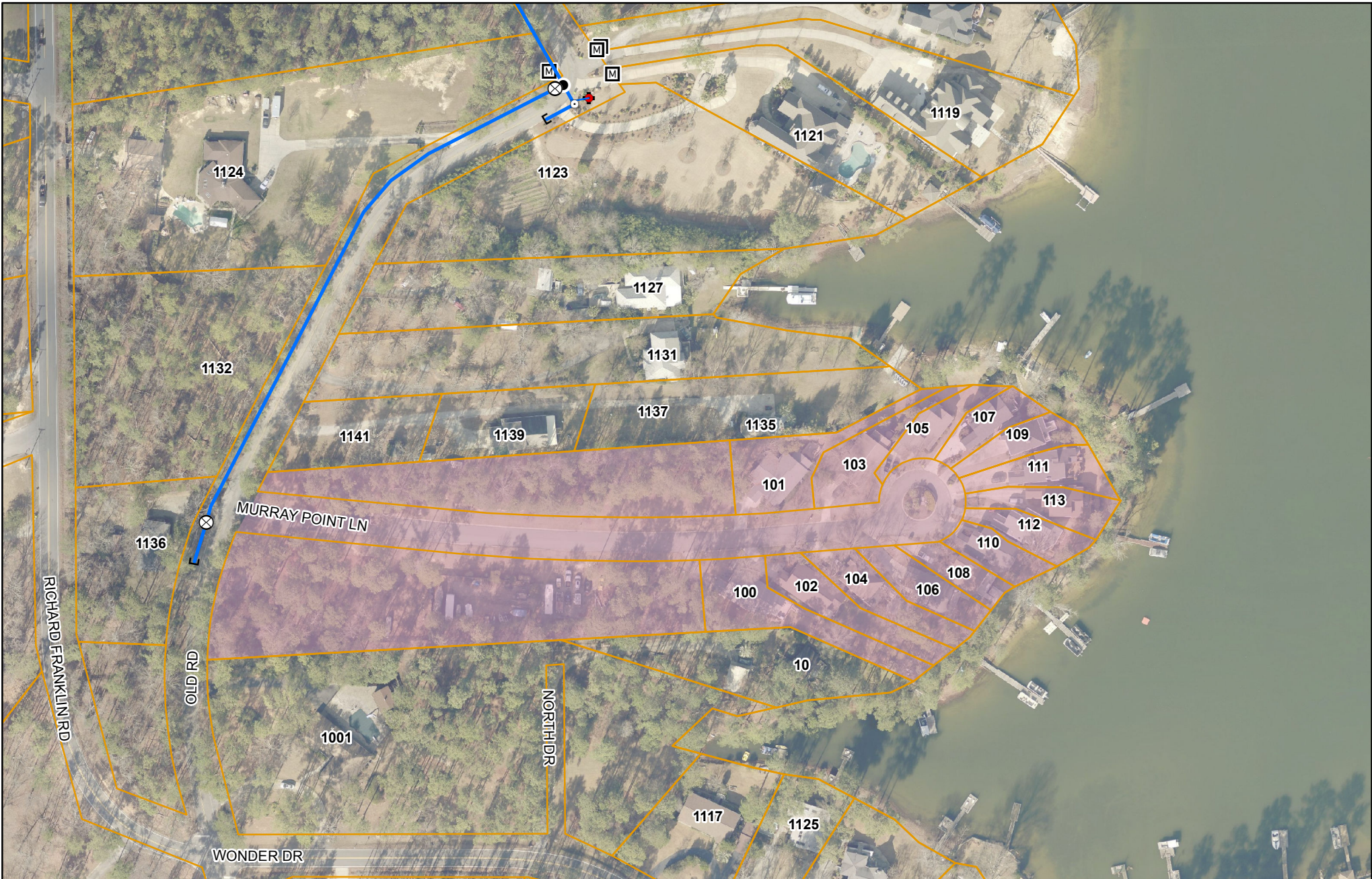


City Clerk

Public Hearing: 6/5/2018
Introduced: 6/5/2018
Final Reading: 6/19/2018

ORIGINAL
STAMPED IN RED

EXHIBIT A



- Water Hydrant
- Water System Valve
- Water Meter

Fitting Type

- Tap
- Bend
- Cap

- City of Columbia Water Distribution Line
- City of Columbia Water Lateral Line

- Tax Parcel w/ Address #
- Service Area 60



1 inch = 150 feet

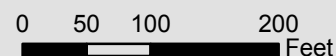


Exhibit A Murray Point Ln

Prepared For: Columbia Water

Richland County Council Request for Action

Subject:

18-042MA
Cynthia Watson
RS-HD to MH
Bluff Road
TMS # R16103-05-03

Notes:

First Reading: February 26, 2019
Second Reading: March 5, 2019
Third Reading: March 19, 2019 {Tentative}
Public Hearing: February 26, 2019

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R16103-05-03 FROM RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-HD) TO MANUFACTURED HOME RESIDENTIAL DISTRICT (MH); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R16103-05-03 from Residential Single-Family High Density District (RS-HD) to Manufactured Home Residential District (MH).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 18, 2018
First Reading: February 26, 2018
Second Reading: March 5, 2019
Third Reading: March 19, 2019

Richland County Council Request for Action

Subject:

18-048MA
James A. Kassler
RU to NC (1 acre)
3970 Leesburg Road
TMS # R25000-01-40

Notes:

First Reading: February 26, 2019
Second Reading: March 5, 2019
Third Reading: March 19, 2019 {Tentative}
Public Hearing: February 26, 2019

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R25000-01-40 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R25000-01-40 from Rural District (RU) to Neighborhood Commercial District (NC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 26, 2018
First Reading: February 26, 2018
Second Reading: March 5, 2019
Third Reading: March 19, 2019

Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund

Notes:

First Reading: February 19, 2019

Second Reading: March 5, 2019

Third Reading: March 19, 2019 {Tentative}

Public Hearing: March 19, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO

AN ORDINANCE AMENDING THE FISCAL YEAR 2019 BROAD RIVER UTILITY SYSTEM FUND ANNUAL BUDGET TO FUND THE UPGRADE THE CEDAR COVE AND STONEY POINT COMMUNITIES LOW ENERGY TREATMENT (LET) SANITARY SEWER SYSTEM IN THE AMOUNT OF \$2,500,000 WITH FUNDS FROM THE FUND BALANCE OF THE BROAD RIVER UTILITY SYSTEM PROPRIETARY FUND.

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. That the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) be appropriated to fund the upgrade the Cedar Cove and Stoney Point communities low energy treatment sanitary sewer system. Therefore, the Fiscal Year 2018-2019 Broad River Sewer Enterprise Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2018 as approved:	\$7,211,038
Broad River Utility System Proprietary Fund Balance	<u>\$2,500,000</u>
Total Broad River Sewer Revenue as Amended:	\$9,711,038

EXPENDITURES

Expenditures appropriated July 1, 2018 as approved:	\$7,211,038
Increase in Budgeted Expenditures	\$2,500,000
Total Broad River Sewer Expenditures as Amended:	\$9,711,038

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 upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THE _____ DAY OF _____, 2019

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance

Notes:

February 26, 2019 – The committee recommended Council adopt the nuisance ordinance in its proposed form, with any amendments Council may desire.

First Reading: March 5, 2019

Second Reading: March 19, 2019 {Tentative}

Third Reading: April 2, 2019 {Tentative}

Public Hearing: April 2, 2019

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, TO ADD SECTION 18-7, PUBLIC NUISANCES; AND AMENDING CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS, SECTION 16-18, RELATIVE TO LICENSE SUSPENSION AND REVOCATION FOR A BUSINESS DETERMINED TO BE A PUBLIC NUISANCE.

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.

WHEREAS, on March 5, 2019, pursuant to South Carolina Code of Laws Annotated Section 4-9-130 the governing body of Richland County adopted an emergency ordinance to address violent and other crimes affecting life, health, safety or the property of the people in unincorporated Richland County; and

WHEREAS, in the six (6) months preceding the adoption of the emergency ordinance, there had been seventeen (17) shootings at drinking places and night clubs in unincorporated Richland County; and

WHEREAS, those shootings resulted in ten (10) gunshot victims and one (1) fatality in unincorporated Richland County; and

WHEREAS, of the victims, seven (7) were shot within two (2) months of the adoption of the emergency ordinance; and

WHEREAS, responding to the disproportionate number of criminal and other incidents at public nuisance establishments places an unacceptable administrative, logistical and financial burden on the Richland County Sheriff's Department, Richland County Emergency Services and the entirety of the County's public safety agencies, diverting critical resources away from other public safety response efforts arising in the ordinary course, including those responses necessitated by activity that is lawful and not in the nature of a nuisance; and

WHEREAS, Section 4-9-130 and Richland County Code of Ordinances; Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31 provide that an emergency ordinance is effective immediately on the date of adoption and shall expire automatically on the sixty-first day following the date of enactment; and

NOW, THEREFORE, COUNTY COUNCIL pursuant to S.C.Code Ann. Section 4-9-30(14), which authorizes a county governing body to enact ordinances for the implementation and enforcement of the powers granted under Home Rule, Title 4 of the South Carolina Code of Laws, adopts this ordinance.

SECTION II. Richland County Code of Ordinances, Chapter 18, Offenses, is hereby amended to add Section 18-7, Public Nuisances, as follows:

Section 18-7. Public Nuisances.

(a) Definitions.

- (1) *Continuous breach of the peace* means a pattern of repeated acts or conduct which either (a) directly disturbs the public peace or (b) disturbs the public peace by inciting or tending to incite violence.
- (2) *Public nuisance* means conduct, conditions, events, circumstances, or the unreasonable interference or the causing of unreasonable interference with rights of the public, wherever occurring, including, but not limited to, a business or commercial or residential establishment, a public place, or where the public

congregates or is invited or permitted to congregate. This includes such conduct that may occur at a home-based business.

Public nuisance includes those conditions or circumstances constituting a nuisance as set forth in S.C.Code Ann. Section 15-43-10; specifically, the construction, establishment, continuance, maintenance, use, ownership, occupation, the leasing or releasing of any property, building or other place used for the purposes of lewdness, assignation, prostitution, human trafficking, repeated acts of unlawful possession or sale of controlled substances, or continuous breach of the peace.

Public nuisance also includes that conduct which annoys, injures, subverts or endangers the public's order, economy, resources, safety, health, welfare, comfort, repose or offends public decency.

Public nuisance also includes and is founded upon the sound principle set forth in South Carolina case law that "if one maintains a place where the laws are publicly, repeatedly, persistently, and intentionally violated, then such place would become a common or public nuisance." *State v. Turner*, 198 S.C. 499, 505, 18 S.E.2d 376, 378 (1942).

(b) Nuisances offending public decency, peace and order.

The following are hereby declared to be public nuisances affecting public decency, peace and order, whether such violations are of an intermittent, cyclical, continual, reoccurring or constant nature; and when the responsible party generates, enables, or contributes to the occurrence of the unlawful behavior by an absence or failure of property management policy or practice, absence or failure of control over the property, absence or failure of supervision of guests or invitees, or clients, customers, patrons, or any other person providing some form of compensation for some type of product or service, or absence or failure of security measures:

- (1) Any business, establishment, use, property or structure, whether commercial or residential, where gambling devices, slot machines, punch boards and other such contrivances of similar character involving any elements of chance as a consideration or any type of gambling, bookmaking, wagering or betting is carried on, and all gambling equipment, except where such specific form of gambling is permitted by law;
- (2) Any business, establishment, use, property or structure, whether commercial or residential, operated as a bawdy house, house of assignation, place of prostitution or used and maintained for the commercial or criminal purposes of unlawful sexual activity or human trafficking in violation of federal or state law or local ordinances;
- (3) Any business, establishment, use, property or structure, whether commercial or residential, where alcohol or intoxicating liquors are manufactured, sold, bartered or given away in violation of federal or state law or local ordinances, or where alcohol or intoxicating liquors kept for sale, barter or distribution in violation of federal or state law or local ordinances, and all alcohol, liquors, bottles, kegs, pumps, bars and other property kept at and used for maintaining such a place; or where required fire marshal or other safety plans are not in place, or where persistent violations of law occur under a failed or ineffective fire marshal or other safety plan;
- (4) Any business, establishment, use, property or structure, whether commercial or residential, where acts of sale, manufacture, possession or distribution of controlled substances occur in violation of federal or state law and local ordinances;
- (5) Any business, establishment, use, property or structure, whether a commercial operation or a residential use, where violations against the federal or state laws or county ordinances occur with disproportionate frequency or intensity that

they require an excessive public safety response cost. "Excessive public safety response" means:

- a. The recurring deployment of law enforcement officers, peace or code enforcement officers commissioned pursuant to S.C.Code Ann. Section 4-9-145, fire marshals or emergency services personnel to an emergency scene to a business, commercial or residential establishment, use, property or structure, or the recurring need for public safety or county code enforcement personnel or emergency vehicles at a business, commercial or residential establishment, use, property or structure when compared to the frequency or intensity of law or regulation enforcement required at other similarly situated businesses, commercial or residential establishments, uses, properties or structures during the preceding twelve (12) months; or
- b. There have been two (2) or more situations at or associated with the business, commercial or residential establishment, use, property or structure of unsafe traffic or crowd control issues resulting in the request of emergency assistance or the need for law or code enforcement assistance from an emergency situation during the preceding twelve (12) months; provided, however, this does not include instances when traffic control or crowd control was requested in advance of a scheduled event pursuant to an issued permit or prior approval of law or code enforcement or governmental approval authority.
- c. There have been six (6) or more incident reports, citations, or search warrants executed, or a combination thereof, at a business, commercial or residential establishment, use, property or structure for any of the following during the preceding twelve (12) months:
 - i. Violation of any state or local alcohol law;
 - ii. Violation of any federal, state or local narcotics law;
 - iii. Violation of any state or local gun law;
 - iv. Assaults;
 - v. Crimes of violence against another person(s); or
 - vi. Crimes against property.

(c) Nuisances offending public decency, peace and order.

A person who erects, establishes, continues, maintains, uses, owns, occupies, leases, or releases, or serves as lessor or lessee of any building, commercial or residential establishment, use, property, structure or other place in such a way as to create a public nuisance shall be guilty of a misdemeanor and shall be subject to a fine not exceeding five hundred dollars (\$500.00) and imprisonment not exceeding thirty (30) days. Court costs are not included in any fine imposed by the court.

Each day any violation of this ordinance continues shall constitute a separate offense.

(d) Criminal Enforcement. Penalties.

The Richland County Sheriff's Department shall enforce this ordinance with the consultation and concurrence of the County Administrator ("Administrator"). The Richland County Sheriff ("Sheriff") and the County Administrator, acting jointly, may declare a business, commercial or residential establishment, use, property or structure, whether commercial or residential, in violation of this ordinance a public nuisance, and the Sheriff or any Deputy Sheriff may enforce the provisions of this ordinance upon the declaration of a public nuisance by the Sheriff and the County Administrator by uniform traffic ticket, or warrant or by any other lawful process.

(e) Emergency Abatement. Automatic Business License Review.

If in declaring a public nuisance the Sheriff and the Administrator determine that there is imminent danger to the public from the continued operation of the nuisance business, commercial or residential establishment, use, property or structure, the Sheriff is hereby authorized to immediately undertake emergency abatement of the nuisance by securing, shuttering or closing the business, commercial or residential establishment, use, property or structure constituting or contributing to the nuisance to ensure that all business activity ceases. In so securing, shuttering or closing the business, commercial or residential establishment, use, property or structure, the Sheriff shall place or cause to be placed on the exterior of the business, commercial or residential establishment, use, property or structure a notice that provides: "It shall be unlawful for any person to enter this business, commercial or residential establishment, use, property or structure except with the express written permission of the Richland County Sheriff's Department." Permitted entry after securing, shuttering or closing may at the discretion of the Richland County Sheriff's Department include inspection by federal, state or local government officials, inventory or retrieval of essential contents by the owner or lessee of the property, or similar circumstance. A business, commercial or residential establishment, use, property or structure secured, shuttered or closed pursuant to this ordinance shall not resume business operations until permitted under the circumstances of the appeal process set forth herein. This ordinance applies to licensed businesses as well as those businesses, commercial or residential establishments or uses that operate or attempt to operate without proper licensing.

In the event the emergency abatement prescribed in this section is of an establishment that is required to have a Richland County business license to lawfully operate, the Sheriff shall within one (1) business day notify the Business License Official of the securing, shuttering or closing of business pursuant to this ordinance. The Richland County Business License Official shall no later than three (3) business days from receipt of notification from the Sheriff of the declaration of a public nuisance and the securing, shuttering or closing of the business determine whether or not to suspend or revoke the secured, shuttered or closed business' license pursuant to Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations.

In the event the Business License Official suspends or revokes the secured, shuttered or closed business' Richland County business license, the business shall remain secured, shuttered or closed until an appellate authority lifts the suspension or revocation. In the event the Business License Official does not suspend or revoke the secured, shuttered, or closed business' license, the Sheriff shall have the right to appeal such determination as set forth herein.

(f) Appeals.

Anyone aggrieved by a decision of the Business License Official shall have the right to appeal to the Richland County Council within seven (7) days of service upon the aggrieved party of the decision of the Business License Official to suspend or revoke the business' license, or to not suspend or revoke the business' license.

Richland County Council shall hold its hearing on any appeal timely filed pursuant to this section at its next regular or special called meeting; provided, however, that the Council shall not be required to schedule a special called meeting for the sole purpose of hearing an appeal pursuant to this ordinance. The hearing procedure shall be as follows:

- (1) Record on Appeal. The record on appeal shall consist of all documents relevant to the business' license and the suspension or revocation thereof, as well as those documents the parties to the appeal intend to submit for Council's consideration. The party appealing shall be responsible for submitting the record on appeal to the Clerk of Council for inclusion in the agenda for the meeting in which the appeal is to be held. Failure to meet the agenda deadline shall result in the appeal not being heard until the next regular or special called meeting in which the Appellant timely submits the record on appeal; provided, however, that Council may waive this requirement of timeliness in its discretion.

- (2) Order of Presentation. The Appellant's case shall be presented first. The Appellant shall have up to fifteen (15) minutes to present relevant, appropriate and non-cumulative testimony. Witnesses may be called, but no witness shall be subject to questioning from the opposing party. Council may question any witnesses.
- (3) The Respondent's case shall then be presented. The Respondent shall have up to fifteen (15) minutes to present relevant, appropriate and non-cumulative testimony. Witnesses may be called, but no witness shall be subject to questioning from the opposing party. Council may question any witnesses.
- (4) As the party bearing the burden on appeal, the Appellant shall then have up to five (5) minutes for rebuttal.
- (5) The time periods set forth herein may be enlarged at Council's discretion. Neither party is required to use all of that party's time as allotted.
- (6) The Chair of County Council shall preside over the appeal, and shall rule on objections or matters of parliamentary inquiry, and in so doing may consult with the Council parliamentarian. The rules of evidence during the appeal shall be relaxed, although irrelevant, immaterial or cumulative testimony or evidence is discouraged and may be ruled out of order by the Chair.
- (7) Neither party shall have the right to cross examine any witnesses or speakers during the appeal, but rather the appeal shall consist of the argument of the parties or their representative(s), and any witnesses that party desires to include in its presentation.
- (8) The Council shall conduct any deliberations on the appeal and shall render its decision in open session. Nothing in this section prohibits County Council from taking a recess, or from entering into executive session as provided for pursuant to the South Carolina Freedom of Information Act, provided that during such recess or executive session, the merits of the appeal are not discussed.
- (9) A decision rendered by County Council pursuant to this ordinance shall constitute a final decision of the County.

(g) Remedies not exclusive.

The provisions of this ordinance are in addition to, and not in lieu of, any other enforcement provision or process permitted by law. Nothing in this ordinance supplants, alters, or limits a statutory or common law right of a person to bring an action in court or the right of Richland County to prosecute a person for the establishment of a nuisance.

Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, is hereby amended as follows:

Section 16-18. Suspension or Revocation.

When the License Official determines that:

- (a) a license has been mistakenly or improperly issued or issued contrary to law; or
- (b) a licensee has breached any condition upon which the license was issued or has failed to comply with any provision of this article; or
- (c) a licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application;
- (d) a Licensee or person in control of the business is delinquent in the payment to the County of any tax or fee (if not on a payment plan in good standing for that tax or fee); or
- (e) within five years from the date of application, a Licensee or the person in control of the business has been convicted of any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina

Code of Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction; or

(f) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of any crime(s) or offense(s) relative to the operation of a sexually oriented business as provided for in the Richland County Code of Ordinances; or the same crime or offense in another jurisdiction; or

(g) a Licensee or person in control of the business has engaged in an unlawful activity related to the business or to a similar business in the County or in another jurisdiction; or

(h) the business activity for which a license was obtained has proven to be a public nuisance as determined by a court of law; or

(i) the business has proven to be a public nuisance as determined by a court of law or pursuant to Richland County Code of Ordinances, Chapter 18, Offenses, Section 18-7, Public Nuisances;

Except for licenses suspended or revoked pursuant to 16-18(i), the License Official shall give written notice of intent to suspend or revoke to the licensee or the person in control of the business within the County by personal service or certified mail stating the License Official's basis for suspension or revocation and setting forth a date and time for a hearing before the Business Service Center Appeals Board for the purpose of determining whether the license should be suspended or revoked. The hearing shall be held within thirty (30) days from the date of service of the notice. A licensee who received proper notice yet fails to appear or defend at the suspension or revocation hearing waives his or her right to contest the revocation.

In cases of a license suspended or revoked pursuant to 16-18(i) which results in the securing, shuttering or closing of an establishment that is required to have a business license, the process set forth in Richland County Code of Ordinances, Chapter 18, Offenses, Subsection 18-7(f), Public Nuisances, shall be the exclusive appeal remedy.

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2019.

Kimberly Williams-Roberts
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request for Action

Subject:

An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto

Notes:

First Reading: March 5, 2019

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND AMCOR RIGID PLASTICS USA, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE CONCERNING A NEW PROJECT; AUTHORIZING AND PROVIDING WITH RESPECT TO AN EXISTING PROJECT FOR THE CONVERSION OF AN ARRANGEMENT FOR FEE-IN-LIEU OF TAX PAYMENTS BETWEEN RICHLAND COUNTY AND AMCOR RIGID PLASTICS USA, LLC UNDER TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; AND MATTERS RELATING THERETO.

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 (“*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (“*Code*”), 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, Amcor Rigid Plastics USA, LLC (as the successor to Schmalbach Lubeca Plastic Containers USA, Inc.), a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”), together with a developer partner (“*Developer*”), has made significant prior investments in the County, and in connection therewith, pursuant to Title 4, Chapter 12 (“*Old FILOT Act*”) of the Code, the Sponsor entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1999 Sponsor FILOT Agreement*”) concerning certain personal property, and the original Developer, Quatro Mid-Atlantic Resources III, LLC (“*Quatro*”) also entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1999 Developer FILOT Agreement*”) concerning certain real property, which two Developer Agreements, as the result of a subsequent assignment by Quatro and a subsequent “conversion” Agreement, have been replaced by a June 23, 2011 FILOT Agreement between a new Developer, Exeter 1080 Jenkins Brothers, LLC and the County (“*2011 Developer FILOT Agreement*”) (collectively, the Agreements referenced in this paragraph are referred to herein as the “*Prior Agreements*” and the property subject to the 1999 Sponsor FILOT Agreement is referred to herein as the “*Original Project*”);

WHEREAS, the Sponsor has leased, and continues to lease, a manufacturing facility from the Developer in the County;

WHEREAS, to date, the Sponsor and the Developer have exceeded the \$80 million investment target and the 40 job employment target set forth in the Prior Agreements, and have invested a total of approximately \$99 million in the County and currently employ approximately 114 people in the County;

WHEREAS, the Sponsor desires to expand its investment at the manufacturing facility in the County (the “**Expansion Project**”), which Expansion Project will consist of Sponsor’s taxable investment in personal property and possibly real property, and is anticipated to be an investment of up to \$19 million over a five-year period;

WHEREAS, (i) the 1999 Sponsor FILOT Agreement and the 1999 Developer FILOT Agreement (as “converted” by the 2011 Developer FILOT Agreement) each provide for a 20-year term (“**Exemption Period**”) during which property placed in service under each of those Agreements will receive the fee-in-lieu of tax benefits provided thereunder; and (ii) by a Resolution adopted on December 4, 2018 (“**Resolution**”), County Council granted a 10-year extension of the Exemption Periods under each of those Agreements, for a total Exemption Period under each such Agreement of 30 years;

WHEREAS, by its December 4, 2018 Resolution, County Council also agreed to enter into a new FILOT Agreement (“**New FILOT Agreement**”) with the Sponsor with respect to the Sponsor’s future investments in the County, the form of which proposed New FILOT Agreement is attached hereto as Exhibit A;

WHEREAS, the Sponsor desires to utilize the provisions of the FILOT Act to continue to receive fee-in-lieu of tax benefits with respect to the Original Project without the County having title to any portion thereof;

WHEREAS, the FILOT Act provides, at Section 12-44-170 (the “**Conversion Provision**”) that an entity with property subject to a FILOT arrangement under the Old FILOT Act, in connection with which title is held by the County, may elect with the consent of the County to convert from such Old FILOT Act arrangement to an arrangement under the FILOT Act in which title is held by such entity, and such property will automatically be considered “economic development property” for purposes of the FILOT Act;

WHEREAS, the County desires, pursuant to the Conversion Provision, to enter into a “conversion” FILOT Agreement with the Sponsor (the “**Conversion FILOT Agreement**”) with respect to the Original Project and, in connection therewith, to convey to the Sponsor the County’s right, title, and interest in and to the Original Project; and

WHEREAS, the proposed form of the Conversion FILOT Agreement, which is attached hereto as Exhibit B, relating to the Original Project has been prepared and presented to the County in order (i) to satisfy the requirements of the Conversion Provision, (ii) to make certain amendments to update the terms of the 1999 Sponsor FILOT Agreement as necessary or appropriate, and (iii) to reflect the extension of the term of that Agreement, as converted, by 10 years as approved by the Resolution.

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 Expansion Project based on relevant criteria including, the purposes the Expansion Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Expansion 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;

(b) The Expansion Project gives rise to no pecuniary liability of the County or incorporated municipality or a 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 the benefits of the Expansion Project to the public are greater than the costs.

(d) The execution of the New FILOT Agreement and the Conversion FILOT Agreements (collectively, the “***FILOT Agreements***”) will provide a substantial public benefit by supporting and encouraging the Sponsor to maintain its investments and related employment in the County and to make additional investments.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver FILOT Agreements and Related Documents.*

(a) The incentives as described in this Ordinance (“***Ordinance***”) and as more particularly set forth in the FILOT Agreements are hereby approved. The form, terms and provisions of the FILOT Agreements that are before this meeting are approved and all of the FILOT Agreements’ terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“***Chair***”) is authorized and directed to execute the FILOT Agreements 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 FILOT Agreements and to deliver the FILOT Agreements to the Sponsor.

(b) With respect to the Original Project, the County, pursuant to the FILOT Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes (i) the conversion of the Sponsor’s arrangement under the Old FILOT Act to an arrangement under the FILOT Act; and (ii) the transfer of title to the Original Project back to the Sponsor and to the cancellation of the 1999 Sponsor FILOT Agreement and the related October 5, 1999 Inducement and Millage Rate Agreement (to the extent said agreements are not cancelled by operation of law) without further payment to the County thereunder.

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 Sponsor under this Ordinance and the FILOT Agreements.

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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: March 5, 2019
Second Reading: _____, 2019
Public Hearing: _____, 2019
Third Reading: _____, 2019

EXHIBIT A
FORM OF NEW FEE AGREEMENT

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

BETWEEN

AMCOR RIGID PLASTICS USA, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

_____, 2019

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Amtcor Rigid Plastics USA, LLC	§1.1
Project Location	1080 Jenkins Brothers Road	Exhibit A
Tax Map No.	See Exhibit A	Exhibit A
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$5 million	§1.1 and §5.1
• Investment Period	10 years	§1.1
• Assessment Ratio	6%	§4.1
• Millage Rate	574.6	§4.1
• Fixed or Five-Year Adjustable Millage	Fixed	§4.1
• Claw Back Information	See Section 5.1	§5.1
Multicounty Park	I-77 Corridor Regional Industrial Park (Fairfield County is partner county)	§1.1
Other Information		

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 _____, 2019, 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 Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

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

(b) The Sponsor (originally Schmalbach-Lubeca Plastic Containers USA, Inc., with respect to which Amcor Rigid Plastics USA, LLC is the successor in interest), together with a developer partner (“*Developer*”), has made significant prior investments in the County, and in connection therewith, the Sponsor entered into a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1999 Sponsor FILOT Agreement*”) concerning certain personal property, and the original Developer, Quatro Mid-Atlantic Resources III, LLC (“*Quatro*”) also entered into a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County concerning certain real property (“*1999 Developer FILOT Agreement*”), which latter Agreement, as the result of a subsequent assignment by Quatro and a subsequent “conversion” FILOT Agreement, has been replaced with a June 23, 2011 FILOT Agreement between a new Developer, Exeter 1080 Jenkins Brothers, LLC (“*Exeter 1080*”) and the County (“*2011 Developer FILOT Agreement*”) (collectively, these three FILOT Agreements are referred to herein as the “*Prior Fee Agreements*”);

(c) To date, the Sponsor and the Developer have exceeded the \$80 million investment target and the 40 job employment target set forth in the Prior Fee Agreements, and have invested a total of approximately \$99 million in the County and currently employ approximately 114 people in the County;

(d) The Sponsor has leased, and continues to lease, a manufacturing facility from the Developer in the County;

(e) The Sponsor and the Developer have satisfied the investment, job, and other requirements set forth in the Prior Fee Agreements;

(f) The Sponsor has committed to expand its investment at the Developer’s facility (“*Facility*”) in the County, which investment will consist of taxable investment anticipated to be approximately \$19 million over the period July 1, 2018 to June 30, 2024;

(g) The Sponsor wishes to enter into a FILOT Agreement with the County with respect to future investments in the County;

(h) By a Resolution adopted on December 4, 2018, County Council agreed to enter into a FILOT Agreement with the Sponsor with respect to the Sponsor’s future investments in the County;

(i) By an ordinance enacted on _____, 2019, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

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

“**Act**” means Title 12, Chapter 44 of the Code, as the same may be amended from time to time, and all future acts successor or supplemental thereto.

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

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

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be June 30, 2019.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$5 million.

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

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

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

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

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

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

“Event of Default” means any event of default specified in Section 6.1 of this Fee Agreement.

“Facility” has the meaning set forth in the Recitals hereto.

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

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

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

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is June 30, 2054, the Final Termination Date is expected to be January 15, 2056, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and (based on the five-year extension being provided by the County pursuant to Section 12-44-30(13) of the Act) ending ten years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period is expected to end on June 30, 2029.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

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

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

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

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

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

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

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

“**Sponsor**” means Amcor Rigid Plastics USA, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 8.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

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

(c) The County identified the Project, as a "project" on December 4, 2018 by adopting an Inducement Resolution, as defined in the Act, on that date.

(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 previously located the Facility 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.

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

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

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the twelve-month period ending June 30, 2019. 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 January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 574.6, 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, 2018.

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

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

Section 4.5. Condemnation.

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

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

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

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

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

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

ARTICLE V CLAW BACK

Section 5.1. Claw Back. If the Company does not meet the Contract Minimum Investment between July 1, 2018 and June 30, 2024, then the Project shall revert retroactively to *ad valorem* taxation and this Fee Agreement shall terminate, and the Company shall, by December 31, 2024, make payment to the County of the difference between the FILOT Payments actually made and the total retroactive amount referred to in this Section.

**ARTICLE VI
DEFAULT**

Section 6.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means (i) a publicly announced closure of the Facility, (ii) a layoff of a majority of the employees working at the Facility, or (iii) a 50% or more reduction in production at the Facility that continues for a period of twelve (12) months;

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

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

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

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

Section 6.2. *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 6.3. 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 6.4. 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 VII PARTICULAR RIGHTS AND COVENANTS

Section 7.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 7.2. 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. The Sponsor may request any County officials or other representatives to execute its standard confidentiality requirement in case of such a visit by such persons to the Project.

Section 7.3. 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 7.4. 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 7.5. 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 7.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 7.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not

required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 7.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$8,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement, (B) a new fee agreement of even date herewith between the Sponsor and the County (the “*Conversion Fee Agreement*”), and (C) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Project, and (ii) any related matters. It is here noted that there is a counterpart “Administration Expenses” provision located at Section 7.8 of the Conversion Fee Agreement (as defined in clause (i)(B) of this paragraph) that mirrors this Section 7.8 and a counterpart definition of “Administration Expenses” in the Conversion Fee Agreement that mirrors the definition of Administration Expenses in this Fee Agreement. Such counterpart Section 7.8 provision also provides for an \$8,000 cap on the obligation of the Sponsor to reimburse the County for Administration Expenses related to the Conversion Fee Agreement, this Fee Agreement, and related matters. The total aggregate obligation of the Sponsor to reimburse the County for Administration Expenses under the Conversion Fee Agreement and this Fee Agreement, combined, is \$8,000. In short, there is not a separate obligation by the Sponsor to reimburse the County for up to \$8,000 in Administration Expenses under each of the two fee agreements; rather, the Sponsor’s total maximum reimbursement obligation under this Section 7.8 and the counterpart Section 7.8, combined, is \$8,000.

The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

ARTICLE VIII SPONSOR AFFILIATES

Section 8.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County’s approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate’s joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 8.2. 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 XI MISCELLANEOUS

Section 9.1. 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:

Amcors Rigid Plastics USA, LLC
Attn: Director of Real Estate
935 Technology Drive
Ann Arbor, MI 48108

WITH A COPY TO (does not constitute notice):

Amcors Rigid Plastics USA, LLC
Attn: Vice President and General Counsel
935 Technology Drive
Ann Arbor, MI 48108

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

Section 9.2. 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 9.3. 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 9.4. 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 9.5. 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 9.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 9.7. 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 9.8. Interpretation; Invalidity; Change in Laws.

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

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

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

Section 9.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 9.10. Termination; Termination by Sponsor.

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

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

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

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

Section 9.11. 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 9.12. 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 9.13. 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 9.14. 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]

AMCOR RIGID PLASTICS USA, LLC

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

1080 Jenkins Brothers Road

Tax Map Nos. 17600-01-03, 17600-01-21, 17600-01-28, and 17600-02-38.

EXHIBIT B (see Section 8.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Amcor Rigid Plastics USA, LLC (“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 9.1 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 12, 2017 RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

EXHIBIT B
FORM OF CONVERSION FEE AGREEMENT

~#4847-6352-4978 v.3~

**FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT
EFFECTING A CONVERSION OF THAT CERTAIN
FEE-IN-LIEU OF TAXES LEASE AGREEMENT**

DATED AS OF _____

BETWEEN

AMCOR RIGID PLASTICS USA, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

_____, 2019

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Amtcor Rigid Plastics USA, LLC	§1.1
Project Location	1080 Jenkins Brothers Road	Exhibit A
Tax Map No.	See Exhibit A	Exhibit A
FILOT		
• Phase Exemption Period	30 years	
• Investment Period	5 years	§1.1
• Assessment Ratio	6%	§5.1
• Millage Rate	291.3	§5.1
• Fixed or Five-Year Adjustable Millage	Fixed	§5.1
Multicounty Park	I-77 Corridor Regional Industrial Park (Fairfield County is partner county)	§1.1
Other Information		

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 _____, 2019, 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 Amcor Rigid Plastics USA, LLC (the successor in interest to Schmalbach-Lubeca Plastic Containers USA, Inc.), a limited liability company organized and existing under the laws of the State of Delaware ("**Sponsor**").

WITNESSETH:

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

(b) The Sponsor (originally Schmalbach-Lubeca Plastic Containers USA, Inc., with respect to which Amcor Rigid Plastics USA, LLC is the successor in interest), together with a developer partner ("**Developer**"), has made significant prior investments in the County, and in connection therewith, pursuant to Title 4, Chapter 12 of the Code (the "**Old Act**"), the Sponsor entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County ("**1999 Sponsor Inducement Agreement**") and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County ("**1999 Sponsor FILOT Agreement**") concerning certain personal property, and the original Developer, Quatro Mid-Atlantic Resources III, LLC ("**Quatro**") also entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County ("**1999 Developer FILOT Agreement**") concerning certain real property, which latter two Agreements, as the result of a subsequent assignment by Quatro and a subsequent "conversion" agreement, have been replaced with a June 23, 2011 FILOT Agreement between a new Developer, Exeter 1080 Jenkins Brothers, LLC ("**Exeter 1080**") and the County ("**2011 Developer FILOT Agreement**") (collectively, the agreements referenced in this paragraph are referred to herein as the "**Prior Agreements**");

(c) The Sponsor has leased, and continues to lease, a manufacturing facility from the Developer ("**Facility**") in the County;

(d) Pursuant to the 1999 Sponsor FILOT Agreement, the Sponsor transferred title to the property subject to that Agreement (the "**Original Project**") to the County and leased the Original Project back from the County;

(e) The Sponsor desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Project without the County having title to any portion thereof;

(f) Section 12-44-170 ("**Conversion Provision**") of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act, and, in connection with such conversion, to obtain from the applicable county title to the property that is subject to such FILOT arrangement;

(g) The Sponsor and the Developer have satisfied the investment, job and other requirements set forth in the Prior Agreements;

(h) The County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Sponsor its right, title and interest in and to the Original Project;

(i) In order (i) to satisfy the requirements of the Conversion Provision, (ii) to reflect the extension of the term of the 1999 Sponsor FILOT Agreement by 10 years pursuant to a Resolution adopted by County Council on December 4, 2018, and (iii) to make certain amendments to update the terms of the 1999 Sponsor FILOT Agreement as necessary or appropriate, this Fee Agreement has been prepared and presented to the County;

(j) The County has determined that this Fee Agreement meets the applicable requirements of the Act;

(k) The County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions hereof; and

(l) By an ordinance enacted on _____, 2019, County Council authorized the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions hereof.

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

ARTICLE I DEFINITIONS

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

“1999 Sponsor FILOT Agreement” means the 1999 FILOT Lease Agreement between the County and the Sponsor, dated as of December 2, 1999.

“1999 Sponsor Inducement Agreement” means the Inducement and Millage Rate Agreement between the Sponsor and the County dated October 5, 1999, in which the County and the Sponsor agreed, among other things, to a payment-in-lieu of taxes arrangement for the Original Project.

“Act” means Title 12, Chapter 44 of the Code, as the same may be amended from time to time, and all future acts successor or supplemental thereto.

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

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

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

“Commencement Date” means December 31, 1999, which was the last day of the property tax year during which Economic Development Property was first placed in service.

“Conversion Provision” means Section 12-44-170 of the Act.

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

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

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 5.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 5.3 of this Fee Agreement; (ii) a casualty as described in Section 5.4 of this Fee Agreement; or (iii) a condemnation as described in Section 5.5 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 6.1 of this Fee Agreement.

“Exeter 1080” has the meaning set forth in the Recitals hereto.

“Facility” has the meaning set forth in the Recitals hereto.

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

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

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 5.1.

“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 June 30, 2034, the Final Termination Date is expected to be January 15, 2037, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period ended on December 31, 2004.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

“Original Project” means the property subject to the 1999 Sponsor FILOT Agreement.

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

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

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

“Prior Documents” means the 1999 Sponsor FILOT Agreement and the 1999 Sponsor Inducement Agreement.

“Project” means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and have become or may become subject to this Fee Agreement. For purposes of this Fee Agreement, the parties agree that Project property shall consist of such property so identified by the Sponsor in connection with its annual filing with the Department of a Department Form PT-300, or such comparable form, and with such schedules as the Department may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. As of the effective date of this Fee Agreement, the Project shall include the same property as the Original Project. Although the parties hereto contemplate that all of the property subject to the 1999 Sponsor FILOT Agreement on the date of this Fee Agreement is personal property, the parties are nevertheless including a reference to Real Property and Improvements under this Fee Agreement in the event that now or in the future, there is any property subject to this Fee Agreement that might be considered Real Property or Improvements.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 3.2(b) describes, and consists of the land identified on Exhibit A of this Fee Agreement. On the effective date of this Fee Agreement, such land and improvements thereon are leased by the Sponsor from Exeter 1080.

“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 5.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 5.4(c) or Section 5.5(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 Amcor Rigid Plastics USA, LLC (the successor in interest to Schmalbach-Lubeca Plastic Containers USA, 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 at the Project and, following receipt of the County’s approval pursuant to Section 8.1 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 CONVERSION OF FILOT ARRANGEMENT; REPLACEMENT OF LEASE

Section 2.1. Election to Convert. Pursuant to the Conversion Provision, the Sponsor hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Sponsor’s election to convert as required by the Act.

Section 2.2. Replacement of Lease and Related Documents. The Sponsor and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all fee-in-lieu of tax arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that, upon the re-conveyance of the assets described in Section 2.3, the Prior Documents are terminated. The parties also agree that the term, the assessment ratio, the millage rate, and the payments to be made by the Sponsor under this Fee Agreement shall remain the same as under the Prior Documents, except that, as provided in Section 1.1 hereof, the Fee Term hereunder shall be based on a 30 year Phase Termination Date.

Section 2.3. Conveyance on Conversion. Simultaneously with the execution and delivery of this Fee Agreement, the County has by one or more quitclaim deeds and bills of sale conveyed to the Sponsor or its designee all assets comprising the Original Project that are currently titled in the County pursuant to the terms of the 1999 Sponsor FILOT Agreement. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Sponsor or its designee to evidence or confirm such conveyance.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.1. *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 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.

(d) The County has located the Facility in the Multicounty Park.

Section 3.2. *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 execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

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

to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE IV THE PROJECT

Section 4.1. *The Project.* The Sponsor has constructed and/or acquired the Project.

Section 4.2 *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 4.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

ARTICLE V FILOT PAYMENTS

Section 5.1. *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, if any, 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 291.3, which is the applicable millage rate under the 1999 Sponsor FILOT Agreement.

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

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 5.7.

Section 5.2. 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 5.1, 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 5.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 5.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 5.5. Condemnation.

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

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

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

Section 5.6. 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 5.1(a)(i) of this Fee Agreement.

Section 5.7. 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 5.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE VI
DEFAULT**

Section 6.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means (i) a publicly announced closure of the Facility, (ii) a layoff of a majority of the employees working at the Facility, or (iii) a 50% or more reduction in production at the Facility that continues for a period of twelve (12) months;

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

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

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

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

Section 6.2. 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 6.3. 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 6.4. 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 VII PARTICULAR RIGHTS AND COVENANTS

Section 7.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 7.2. 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. The Sponsor may request any County officials or other representatives to execute its standard confidentiality requirement in case of such a visit by such persons to the Project.

Section 7.3. 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 7.4. 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 7.5. 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 7.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 7.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 7.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$8,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement, (B) a new fee agreement of even date herewith between the Sponsor and the County (the "*New Fee Agreement*"), and

(C) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Project, and (ii) any related matters. It is here noted that there is a counterpart “Administration Expenses” provision located at Section 7.8 of the New Fee Agreement (as defined in clause (i)(B) of this paragraph) that mirrors this Section 7.8 and a counterpart definition of “Administration Expenses” in the New Fee Agreement that mirrors the definition of Administration Expenses in this Fee Agreement. Such counterpart Section 7.8 provision also provides for an \$8,000 cap on the obligation of the Sponsor to reimburse the County for Administration Expenses related to the New Fee Agreement, this Fee Agreement, and related matters. The total aggregate obligation of the Sponsor to reimburse the County for Administration Expenses under the New Fee Agreement and this Fee Agreement, combined, is \$8,000. In short, there is not a separate obligation by the Sponsor to reimburse the County for up to \$8,000 in Administration Expenses under each of the two fee agreements; rather, the Sponsor’s total maximum reimbursement obligation under this Section 7.8 and the counterpart Section 7.8, combined, is \$8,000.

The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

ARTICLE VIII SPONSOR AFFILIATES

Section 8.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County’s approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate’s joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 8.2. *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 IX MISCELLANEOUS

Section 9.1. *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:

Ancor Rigid Plastics USA, LLC
Attn: Director of Real Estate
935 Technology Drive
Ann Arbor, MI 48108

WITH A COPY TO (does not constitute notice):

Ancor Rigid Plastics USA, LLC
Attn: Vice President and General Counsel
935 Technology Drive
Ann Arbor, MI 48108

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

Section 9.2. 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 9.3. 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 9.4. 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 9.5. 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 9.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 9.7. 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 9.8. Interpretation; Invalidity; Change in Laws.

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

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

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

Section 9.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 9.10. Termination; Termination by Sponsor.

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

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

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

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

Section 9.11. *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 9.12. *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 9.13. *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 9.14. *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]

AMCOR RIGID PLASTICS USA, LLC

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

1080 Jenkins Brothers Road

Tax Map Nos. 17600-01-03, 17600-01-21, 17600-01-28, and 17600-02-38.

EXHIBIT B (see Section 8.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Amcor Rigid Plastics USA, LLC (“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 9.1 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 12, 2017 RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council



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

Applicant MUST reside in Richland County.

Name: Richard J. Wassermann, MD, MPH, FACS

Home Address: 1400 Adger Road, Columbia SC 29205

Telephone: (home) 803-736-4058 (work) 803-779-1200

Office Address: 1220 Blanding Street, Columbia, SC 29201

Email Address: rjwpsc@bellsouth.net

Educational Background: Doctor of Medicine, Master of Public Health, BA Honors, Healthcare Economics. Please see attached CV.

Professional Background: Board Certified Plastic Surgeon in practice for more than 20 years.

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

Name of Committee in which interested: Richland Memorial Board of Trustees

Reason for interest: In today's complex and rapidly evolving health care environment, I hope to help guide Palmetto Health Richland in fulfilling its commitment to the residents of Richland County, as integration into the larger Prisma Helathcare entity progresses.

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

My professional and educational background, as well as greater than 20 years of clinical practice and the construction and management of my accredited office based surgery center, put me in a position to serve the residents of Richland County.

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

Any other information you wish to give? Please see attached CV.

Recommended by Council Member(s): Application in response to public notice

Hours willing to commit each month: 15-25 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: _____



Applicant's Signature


12/6/18

Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>12-6-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Curriculum Vitae
Richard J. Wassermann, MD, MPH, FACS

- Current Position** **Plastic Surgery Consultants, LLC – Medical Director**
1220 Blanding Street, Columbia, SC 29201
(803) 779-1200, Fax (803) 779-1220
- 2017 **Allergan Corporation-Consultant-Advisory Board Member**
- 2016-2017 **Life Cell Corporation-Consultant-Advisory Board Member**
- 1997-2018 **Palmetto Health Richland Facial Trauma Call Panel, Columbia, SC**
Member
- 1997-2005 **Richland Memorial Hospital Wound Healing Center, Columbia, SC**
Consulting Physician
- 1997-2002 **University of South Carolina School of Medicine, Columbia, SC**
Associate Professor of Surgery, Division of Plastic and Reconstructive Surgery
Assistant Professor of Surgery (1997-2001)
- University of South Carolina School of Public Health, Columbia, SC**
Adjunct Assistant Professor, Department of Health Administration
- South Carolina Center for Cleft Palate/Craniofacial Deformities, Columbia,**
SC, Attending Plastic Surgeon
- Surgical Training**
- 1994-1997 **University of South Florida College of Medicine, Tampa, FL**
Plastic Surgery Residency
- 1990-1994 **University of Chicago Hospitals, Chicago, IL**
General Surgery Residency
- Personal Data** D.O.B. September 13, 1965, Camden, NJ
Married, three daughters
- Education**
- 1986-1990 **Tulane University School of Medicine, New Orleans, LA**
Doctor of Medicine
A.O.A. eligible, ranked top 25% of class
- 1987-1990 **Tulane University School of Public Health & TM, New Orleans, LA**
Master of Public Health
Major in Health Systems Management
Delta Omega Honor Society
- 1982-1986 **University of Pennsylvania, Philadelphia, PA**
Bachelor of Arts Cum Laude
Honors Major in Economics, Minor in Chemistry
Entered university after junior year of high school

Page Two

Curriculum Vitae

Richard J. Wassermann, MD, MPH, FACS

- Professional Societies** South Carolina Society of Plastic & Reconstructive Surgeons, Past President
American Society of Plastic Surgeons, Active Member
American College of Surgeons, Fellow
Plastic Surgery Research Council, Active Member
American Society of Aesthetic Plastic Surgeons, Active Member
South Carolina Medical Association, Member
- Honors** **Teacher of the Year Nominee**, University of South Carolina SOM 2001-2002
Visiting Professor, Division of Plastic & Reconstructive Surgery,
University of Louisville SOM, 08/2000
Commendation for Outstanding Resident Teaching,
University of Chicago Hospitals, 1990/1993
Spirit Award, Lutheran General Hospital, 1991/1993
- Grants** **Human Genome Sciences, Inc.**-Phase II Clinical Trial, PRINCIPAL
INVESTIGATOR- Protocol WHO#4 \$171,000, 2001.
- Aesthetic Surgery Education & Research Foundation**-Cox-2 and TGFB
Isoform Expression in Periprosthetic Capsular Contracture, \$10,000.00, 2001-
2002.
- Immunex Pharmaceuticals, Inc.**-Phase II Clinical Trial, PRINCIPAL
INVESTIGATOR-Protocol #001.0020. \$50,000, 2000-2001.
- Southeastern Society of Plastic & Reconstructive Surgeons**-Breast Reduction
Outcomes, Efficacy and Economic Analysis, \$7000.00, 2000-2001.
Ortho-McNeil Pharmaceuticals, Inc.-Phase IV Clinical Trial, PRINCIPAL
INVESTIGATOR-CAPSS-083, \$75,000.00, 1999-2000.
- Robert Wood Johnson Research Institute**-Phase III, Clinical Trial, CO-
INVESTIGATOR-PDGF-PULC-002, \$75,000.00, 1997-1999.
- Plastic Surgery Educational Foundation**-Reduction of Local Recurrence of
Mammary Neoplasms by Flap Reconstruction, \$5000.00, 1995-1996.
- Professional Certification** 1999 Diplomate, **American Board of Plastic Surgery**, current
1997 South Carolina License, current
1995 Florida License, current
1990 Louisiana License, current

Appointments

- 2011- current **Palmetto Health Breast Center Advisory Committee**, Plastic Surgery Representative
- 2001-2002 **University of South Carolina SOM**, Research Strategic Planning Committee
- 2000-2002 **University of South Carolina SOM**, Research Advisory Council Member
- 2000-2002 **University of South Carolina SOM**, Class Advisor
- 2000-2003 **Advances in Skin and Wound Care**, Springhouse Corporation, Peer Review Panel
- 1999-2002 **University of South Carolina SOM**, M-IV Plastic Surgery Course Co-Director
- 1997-2000 **University of South Carolina SOM**, Curriculum Committee, Department of Surgery Representative
- 1998-2002 **University of South Carolina**, Undergraduate Preprofessional Advisor Committee Member
- 1998-2002 **University of South Carolina SOM**, Capstone Course Director, Plastic Surgery
- 1997 **THINC Faculty Seminar**, Invited Participant, Dallas, TX
- 1995-1997 **American Society of Plastic Surgeons**
Young Plastic Surgeons Committee
Delegate, AMA-Resident Physician Section
Alternate Delegate, AMA-Resident Physicians Section

Research

- Current "OR Variable Demand and Efficiency"
- Current "Prepectoral Breast Reconstruction in Patient's with Elevated BMIs"
- 2001 to 2005 "Modulation of Pro-inflammatory Cytokines in Periprosthetic Capsular Contracture."
- 1999 to Present "Reduction Mammoplasty, Efficacy, Satisfaction and Economic Analysis."
- 1996 to 2002 "Apoptosis Modulation in Wound Healing."

Publications

1. Merrill, J.C., **Wassermann, R.J.**: Growth in National Expenditures: Additional Analyses. Health Affairs; 4(4):91, 1985.
2. **Wassermann, R.J.**: Medical Malpractice Insurance Market Reform: Marginal Cost Pricing and First Party Insurance. Senior Honors Thesis; University of Pennsylvania, 1986.
3. **Wassermann, R.J.**, Saroyan, R.M., Janet, J.C., Kerstein, M.D.: Infra inguinal Revascularization for Limb Salvage in Patients with End-Stage Renal Disease. S Med Journal; 84:190, 1991.
4. **Wassermann, R.J.**, Greenwald, D.: Debilitating Granuloma of the Penis and Scrotum. Ann Plast Surg; 35:505, 1995.
5. **Wassermann, R.J.**, Howard, R., Markee, B., Greenwald, D.: Optimization of the MGH Repair Using a Systematic Algorithm for Tenorrhaphy Evaluation. Plast & Reconstr Surg; 99:1688, 1997.
6. Greenwald, D.P., **Wassermann, R.J.**, May, J.W.: Development and Optimization of the MGH Repair: An Algorithm for Tenorrhaphy Evaluation. Op Tech in Plast & Reconstr Surg; 4:17, 1997.
7. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Plastic Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, 1998.
8. **Wassermann, R.J.**, Polo, M., Smith, P., et al. Differential Production of Apoptosis-Modulating Proteins in Patients with Hypertrophic Burn Scar. J of Surg Res; 75: 74-80, 1998.
9. Smith, P., Stadlemann, W., **Wassermann, R.J.**, et al. Benign Symmetric Lipomatosis "Madelung's Disease": A Case Report. Ann Plas Surg; 41:671, 1998.
10. Robson, M.C., Maggi, S.P., Smith, P., **Wassermann, R.J.**, et.al. Ease of Wound Closure as an End Point of Treatment Efficacy. Wound Rep Reg; 7 (2): 90, 1999.
11. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Hand and Wrist Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, PA 1999
12. Greenwald, D.P., **Wassermann, R.J.**, Deluca, L. An Algorithm for Tenorrhaphy Evaluation. Adv Plas & Reconstr Surg; 16, 1999.
13. Daysart, F., Greenwald, D.P., **Wassermann, R.J.**, et al. An Update in Management of Flexor Tendon Injuries. Florida Medical Journal; 86(2) (92-96), 2000.
14. Corarrudias, L.G., Bartlett, R., Barratt, D.M., **Wassermann, R.J.**, Rhino-Orbital-Cerebral Mucormycosis due to "Apophysomyces Elegans" in an Immunocompetent Individual: A Case Report and Review of the Literature. J Trauma; 50 (2): 353-7, 2001.

Presentations

"Body Contouring After Massive Weight Loss Surgery: An Individualized A." Palmetto Health Weight Management Center, Columbia, SC, 08/2016, 11/2005

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2002.

"Value." University of South Carolina SOM, Pearls of Wisdom Lecture, Columbia, SC 06/2002.

"*The Burden of Lower Extremity Ulcers in the United States.*" Wound Healing Society, Baltimore, MD 05/2002.

"*Cox-2 and TGF-B Isoform Expressions in Periprosthetic Capsular Contracture.*" American Society for Aesthetic Surgery, Las Vegas, NV 04/2002. (American Society for Aesthetic Surgery 2001 Research Grant).

"*Update-Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*" South Carolina Society of Plastic Surgeons, Columbia, SC 02/2002.

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC 10/2001.

"*Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*" Southeastern Society of Plastic Surgeons, Buena Vista, FL 06/2001. (Southeastern Society of Plastic Surgeons Research Grant).

"Breast Reconstruction: An Individualized Approach." Baptist Hospital Breast Health Center, Columbia, SC, 05/2001.

"Breast Reconstruction-A Personalized Approach." Reach to Recovery-Health South Rehabilitation Hospital, Columbia, SC 01/2001.

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2000.

"*Growth Factors and Beyond in Wound Healing.*" Visiting Professor, University of Louisville SOM, Division of Plastic Surgery, Grand Rounds, Louisville, KY, 08/2000.

"Economic Impact of Chronic Wounds." Symposium Chairman-OCC Educational Foundation, Toronto, CAN, 06/2000.

"Distraction Osteogenesis of the Craniofacial Skeleton." South Carolina Craniofacial Symposium, Columbia, SC, 04/2000.

"Growth Factors and Beyond." Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 03/2000.

“Growth Factors and Beyond.” South Carolina Chapter American College of Surgeons, Columbia, SC, 02/2000.

“A Rational Approach to Wound Healing in the 20th Century.” Family Practice Grand Rounds, University of South Carolina SOM, Columbia, SC, 02/2000.

“Pressure Ulcers – A Rational Approach to Treatment.” Wound Healing Centers of Excellence Symposium, Columbia, SC, 12/1999.

“Diabetic Full Thickness Neuropathic Ulcers.” The Case for Growth Factors, Wounds 2000 Symposium, Columbia, SC, 11/1999.

“Embryology of the Face.” Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/1999.

“*Exogenous rh TGF β ₂ Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.*” 3rd Joint Meeting of the European Tissue Repair Society and the Wound Healing Society, Bordeaux, France, 08/1999.

“*Exogenous rh TGF β ₂ Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.*” Plastic Surgery Research Council, Pittsburgh, PA, 05/1999.

“A Rational Approach to Wound Care.” Health Learning Systems, Dallas, TX, 05/1999.

“The Role of Growth Factors in Wound Healing.” Ortho-McNeil Pharmaceuticals, Inc., Consultant, Educational Program, San Francisco, CA, 12/1998.

Research Conference Institute for Tissue Repair, Regeneration & Rehabilitation, Bay Pines, FL, 11/1998.

Maggi, S.P., Smith, P., **Wassermann, R.J.** et al. “Ease of Wound Closure as an End Point of Treatment Efficacy.” Wound Healing Society, Salt Lake City, UT, 06/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 05/1998.

“Growth Factors and Beyond.” Hyperbaric Medical Society, HBO Symposium, Columbia, SC, 04/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Richland Memorial Hospital, Columbia, SC, 02/1998.

“Why Managed Care?” Annual Congress of the South African Society of Plastic and Reconstructive Surgeons, Capetown, SA, 10/1997.

“*Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.*” American Burn Association, New York, NY, 03/1997.

“*Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.*” Plastic Surgery Research Council, Galveston, TX, 02/1997.

“Why Managed Care?” Florida Society of Plastic and Reconstructive Surgeons, Boca Raton, FL, 12/1996.

“A Systematic Approach to Biomechanical Analysis and Design Optimization of Flexor Tenorrhaphy Techniques.” American Society of Plastic Surgeons, Dallas, TX, 11/1996.

“Why Managed Care?” Division of Plastic Surgery Ground Rounds, Oregon Health Sciences University, Portland, OR, 11/1996.

“Dynamic Analysis of Flexor Tendon Repairs in Human Hands: Strength, Toughness and Operator Variability.” American Association for Hand Surgery, Palm Springs, CA, 01/1996.

“Flexor Tendon Repairs: Development of a Superior Technique.” Southeastern Society of Plastic and Reconstructive Surgeons, Ponte Vedre Beach, FL, 06/1995.

**Italics*-denotes scientific abstracts



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

Applicant must reside in Richland County.

Name: Mary P. Mazzola Spivey

Home Address: 1399 Kathwood Drive Columbia SC 29206

Telephone: (home) 803-361-4142 (work) NA-retired

Office Address: retired 07/2017 BCBSSC

Email Address: mpmspivey@gmail.com

Educational Background: BSN Simmons College Boston, MA; MS Health Admin MCPHA
Boston, MA

Professional Background: 26 yrs with BCBSSC, RN (license active), quality improvement,
health care finance and business-attaching abbreviated CV

Male

Female

Age: 18-25

26-50 Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: I believe my experience and talents would be of value & I have the time.

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

Extensive experience in health care finance as well as quality improvement, quality accreditation
and population health. Examples include: NCQA & URAC accreditations; Population health
program development, reporting, evaluation, Primary Care Medical Home and other pay for
performance financing and evaluation strategies, budget development and oversight, company
growth and profitability

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 4-6

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: _____

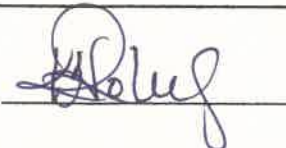

Applicant's Signature

1/2/19
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-4-19</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

MARY P. MAZZOLA SPIVEY

Abbreviated Resume

1399 Kathwood Drive Columbia SC 29206 Phone: 803-361-4142

mpmspivey@gmail.com · [LinkedIn Profile](#)

RN with many years of clinical, administrative and managed care experience. Seeking volunteer or part time duties in community health education, pediatrics, or pediatric oncology. SCRN 55038

EXPERIENCE

1991-JULY 2017 (RETIRED) – BLUECROSS & BLUESHIELD OF SOUTH CAROLINA

2014 – 2017 SR. VP MANAGED HEALTH SERVICES, BCBSSC

Oversight of all medical and health services for private business, including population health, quality improvement, outcomes & accreditation, case management, authorizations, clinical technology, peer review, pharmacy, clinical analysis & reporting, health systems.

2004 – 2014 PRESIDENT & COO, BLUECHOICE HEALTHPLAN OF SC, COLUMBIA SC

Management of all fiscal, marketing, operations (claims, member services, health care services)

1991 – 2004 DIRECTOR-VP MANAGED CARE, BLUECHOICE HEALTHPLAN OF SC, COLUMBIA, SC

Increasing management and clinical responsibilities with healthplan growth from 30,000 to 150,000 members

1987 – 1991 REGIONAL DIRECTOR, SUPERVISOR, CASE MANAGER, CORE MANAGEMENT INC.,

BAXTER HEALTH, THE HEALTH DATA INSTITUTE, BURLINGTON, MA

Began managed care activities (authorization, case management, supervisory responsibilities) for this company which represented a conglomerate of 17 national insurers.

1986 – 1987 HEAD NURSE, FAULKNER HOSPITAL, JAMAICA PLAIN, MA

44 bed medical unit

1982 – 1986 PRIMARY CARE RN, BETH ISRAEL HOSPITAL, BOSTON MA

40 bed medical unit specializing in adult cardiac care and young adult oncology

EDUCATION

1988 MASTERS HEALTH CARE MANAGEMENT, MASS COLLEGE PHARMACY & ALLIED HEALTH

1982 BACHELOR OF SCIENCE IN NURSING, SIMMONS COLLEGE, BOSTON, MA

1991-2017 *Many Management, Clinical & Health Industry Classes*



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

Applicant must reside in Richland County.

Name: Raymond Buxton, II

Home Address: 8 Somersby Court, Blythewood, SC 29016

Telephone: (home) 803 735-0079 (work) 803 318-1028 414-5589 cell

Office Address: 1026 Sumter Street, Suite 101, Columbia, SC 29201

Email Address: rbuxton@schac.sc.gov

Educational Background: B.S. Savannah State University/Graduate study: University of SC

Professional Background: Agency Director

Male Age: Over 50

Name of Committee in which interested: Palmetto Richland Board

Reason for interest: To offer to the Board my leadership skills and abilities developed over the years while directing a State Agency, and to provide to the Board areas of my expertise related to State and Federal Laws involving fairness for all citizens. I feel that I can provide an important service to the community and State in which I live through serving as a member of this Board.

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

I have approximately 40 years of experience at the State level in the area of Civil Rights Laws and have worked with a number of Federal Agencies during that time. In addition, I have worked with a variety of State leaders to include members of the General Assembly and State Elected Constitutional Officials. During this time I have built a strong agency and have worked with others in a professional and amiable manner to resolve issues and produce positive results. I plan to share these same qualifications and characteristics as a member of the Board.

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

Any other information you wish to give? I will devote many years of governance and team building to promote and foster positive outcomes for the Board and its customers.

Recommended by Council Member(s): _____

Hours willing to commit each month: 5 plus hours

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No 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

1-25-19
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>1/28/19</u>	Received by: <u>JUMP</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Bethany Ann Bell
Home Address: 578 Aurdale Drive Columbia, SC 29203
Telephone: (home) 813-843-7868 (work)
Office Address: Univ of South Carolina, College of Social Work
Email Address: babelle@sc.edu
Educational Background: PhD, Community health + quant. methods, MPH, BA
Professional Background: Associate Prof College of Social Work @ UofSC
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Richland Memorial Hospital Board of Trustees
Reason for interest: provide expertise to help board to help improve community health of those served by RMH. I also live less than 1 mile from RMH.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: please see bio - bio also has more on my educational background.
Presently serve on any County Committee, Board or Commission? no
Any other information you wish to give? please see bio
Recommended by Council Member(s): _____
Hours willing to commit each month: as many as required

CONFLICT OF INTEREST POLICY

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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: _____

[Signature]
Applicant's Signature

11/5/2018
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>11-5-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Bethany A. Bell, PhD, MPH
528 Avondale Drive, Columbia, SC 29203
813-843-7868; babell@sc.edu

Occupation: Associate Professor, College of Social Work, University of South Carolina

Education: BA in Sociology, Mary Washington College; Master of Public Health in Health Promotion Sciences, University of Oklahoma Health Sciences Center; PhD in Community and Family Health and Educational Research, Measurement, & Statistics, University of South Florida

Relevant service, previous work, and honors: Member, City of Columbia Bicycle Pedestrian Advisory Committee (BPAC); member, Walkable 29203 Advisory Committee; Co-Investigator, Midlands Family Study; Editorial Board Member, Journal of School Health, Journal of School Psychology, Journal of Early Intervention, and Journal of Experimental Education; Early Career Award for Research, UofSC College of Education; Early Career Award for Service, UofSC College of Education; American Education Research Association Division D Early Career Award; AmeriCorps member, National AIDS Fund and American Red Cross; Oklahoma Caring Van Program Coordinator, BCBS Oklahoma Caring Foundation; Reader, Advanced Placement (AP) Statistics Exams.

After graduating from Mary Washington College, I worked for AmeriCorps (often referred to as the “domestic Peace Corps”) for two years. My first year I worked under the National AIDS Fund program; my second year I worked for the Tulsa Chapter of the American Red Cross. During both years of service, I worked in and with communities. For example, as an AmeriCorps member, I trained HIV peer education leaders in high schools across the state of Oklahoma and I taught healthy living habits to children in low-income, high needs elementary schools across the state. After AmeriCorps, I was hired to start a mobile immunization program – Oklahoma Caring Van. Under my tenure, I created and implemented the program in Tulsa, OK and expanded the program to Oklahoma City, OK. Both vans are still in service today.

After establishing the Oklahoma Caring Van program, I entered graduate school at the University of Oklahoma Health Sciences Center. While working on my MPH I was involved in various community-based work – either through research projects or through my work as a community health educator with the Oklahoma City County Health Department. During my doctoral studies at the University of South Florida, most of my community-focused work was through my assistantship with the CDC funded Prevention Research Center. During my work in Oklahoma City, I primarily focused on teen pregnancy prevention and during my doctoral studies projects primarily focused on youth tobacco and alcohol prevention. I also worked on several cancer-related projects with faculty at Moffitt Cancer Center.

Through my academic position at the University of South Carolina, my service efforts vary. I have the traditional service of serving on multiple editorial boards and I have worked on community-based research projects. For example, I was a co-investigator on the Midland’s Family Study – a project that

aimed to identify household- level and community conditions that distinguished households experiencing very low food security from other food insecure and secure households. I have also been awarded multiple awards for my research and service, both at the university level and national level.

As a BPAC member, I regularly participate in various BPAC and City of Columbia sponsored events that promote pedestrians and those who ride bicycles. I am also on the community outreach and education subcommittee and serve as the liaison between BPAC and Columbia Police Department Bike Patrol. My work with BPAC also lead me to serve on the Walkable 29203 Advisory Committee. Walkable 29203 was part of a statewide project, funded by the Centers for Disease Control and Prevention, focused on increasing pedestrian planning efforts throughout the state. A copy of the Master Plan developed from the project is located at https://www.columbiasc.gov/depts/planning-preservation/docs/area_plans/29203_finalpedplan.pdf

Richland County Council Request for Action

Subject:

I move that we establish rules for electing persons to serve on Boards/Commissions rather than going by the Parliamentarian's recollections of how it was done in the past with serious consideration to include appointments require a majority of Council member's vote

Notes:

October 16, 2018 – Motion was made by Councilman Manning.

Richland County Council Request for Action

Subject:

All Boards and Commissions staffed with volunteer citizens have various opportunities for multiple terms. It has become the practice of the Rules and Appointments Committee to treat incumbents seeking additional terms exactly the same as new applicants. No "extra credit" is given for an incumbent whose service may have been exemplary. I believe this practice is unfair and potentially detrimental to the welfare of the Boards and Commissions as valuable, experienced individuals are being lost simply because new candidates may have performed better in their 5 - 10 minute interviews. I move that the Rules and Appointments Committee review this situation and begin to provide some type of consideration for candidates seeking additional terms

Notes:

December 4, 2018 – Motion was made by Councilman Pearce.

The Clerk's Office recommends inviting the Council liaison, for the committee in which an incumbent is seeking an additional term, to sit in during the interview process and/or provide feedback regarding the incumbent's service on said committee.

**RICHLAND COUNTY GOVERNMENT
DEPARTMENT OF TRANSPORTATION**

2000 Hampton Street, Suite 3014, Columbia, SC 29204
T 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



Project Funding Authorizations for Miscellaneous Projects

Discussion Point:

Two projects (Magnolia/Schoolhouse Sidewalk & Three Rivers Greenway) are currently in construction where executed contracts are greater than the previously approved FY 2019 Budget.

- The ordinance amount for Magnolia/Schoolhouse Sidewalk Project is \$1,311,340 and \$242,389.12 has been spent to date. With the requested amount of \$550,000, the project will remain under the ordinance amount.
- The ordinance amount for Three Rives Greenway is \$7,902,242 and \$6,168,570.96 has spent to date. With the requested amount of \$2,100,000 , the project will be over the ordinance amount by \$366,265.96.
- Blythewood Area Improvements is currently in design where the executed contract is greater that the previously approved FY 2019 Budget. The contractor is requesting \$350,00, which is under the ordinance amount.

Recommendation:

Staff recommends Council approve the following additional funds:

- 1) Magnolia/ Schoolhouse Sidewalk (S-6) : \$550,000
- 2) Blythewood Area Improvements: \$350,000

Staff does not have a recommendation for the Three Rivers Greenway, as it exceeds the ordinance amount. Therefore, staff will follow the direction of the Transportation Ad Hoc Committee.





RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: FY19 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total reallocation of **\$20,000** for District 8.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY19: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2019 Allocations	\$110,850
SC Philharmonic	\$ 20,000
Total	\$130,850
Remaining Balance	\$ 34,000

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.