



## **RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA**

**DECEMBER 7, 2010  
6:00 PM**

**CALL TO ORDER**

**HONORABLE PAUL LIVINGSTON, CHAIR**

**INVOCATION**

**HONORABLE BILL MALINOWSKI**

**PLEDGE OF ALLEGIANCE**

**HONORABLE BILL MALINOWSKI**

### **Approval Of Minutes**

1. Regular Session: November 16, 2010 [PAGES 8-16]
2. Zoning Public Hearing: November 23, 2010 [PAGES 18-21]

### **Adoption Of The Agenda**

### **Report Of The Attorney For Executive Session Items**

3. a. Addendum to CMRTA IGA
- b. Project P

### **Citizen's Input**

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

### **Report Of The County Administrator**

5. a. Recognizing Detention Officer Cunningham for winning the Criminal Justice Bert Friday Award
- b. Joint City-County CMRTA Work Session
- c. Update on Sale of County Property
- d. Potential Property Acquisition

- e. New Employee Recognition
- f. Recreation/Entertainment Complex Update

### **Report Of The Clerk Of Council**

- 6. a. Retreat 2011

### **Report Of The Chairman**

- 7. a. Personnel Matter

### **Open/Close Public Hearings**

- 8. a. A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library
- b. An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Owen Steel Company, Inc., pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-1, Discharge of Firearms in Certain Areas Unlawful; so as to clarify when firearms discharge is allowed
- d. An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to specify authority of officer, conditions of impoundment and redemption of animals, and make clarifications pertaining to owner responsibilities
- e. An Ordinance Authorizing Quit-Claim Deed to the Palmetto Trust for Historic Preservation for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County
- f. An Ordinance Authorizing Quit-Claim Deed to Jack A. Bryant for a portion of the right of way for an unimproved section of Lake Dogwood Circle, Richland County
- g. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$250,000 of General Fund Undesignated Fund Balance to Nondepartmental for additional funding for Medicare Retiree Insurance
- h. A Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2011, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$165,000,000
- i. A Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its not to exceed \$325,000,000 Hospital Refunding and Improvement Revenue Bonds, to be issued in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended

## Approval Of Consent Items

9. A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library [**THIRD READING**] [**PAGES 29-30**]
10. An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Owen Steel Company, Inc., pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 [**THIRD READING**] [**PAGES 32-63**]
11. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-1, Discharge of Firearms in Certain Areas Unlawful; so as to clarify when firearms discharge is allowed [**THIRD READING**] [**PAGES 65-66**]
12. An Ordinance Authorizing Quit-Claim Deed to the Palmetto Trust for Historic Preservation for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County [**SECOND READING**] [**PAGES 68-72**]
13. An Ordinance Authorizing Quit-Claim Deed to Jack A. Bryant for a portion of the right of way for an unimproved section of Lake Dogwood Circle, Richland County [**SECOND READING**] [**PAGES 74-75**]
14. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$250,000 of General Fund Undesignated Fund Balance to Nondepartmental for additional funding for Medicare Retiree Insurance [**SECOND READING**] [**PAGES 77-78**]
15. 10-27MA  
Woodcreek Development Partnership  
John Cooper  
PDD to PDD (8 Acres)  
Spears Creek Church Rd.  
28800-01-10 [**SECOND READING**] [**PAGES 80-82**]
16. 10-28MA  
Woodcreek Development Partnership  
John Cooper  
PDD to PDD (49 Acres)  
Spears Creek Church Rd.  
28800-01-09 & 25800-03-28 [**SECOND READING**] [**PAGES 84-86**]
17. 10-30MA  
Cynthia South  
Harold H. Snuggs  
RS-LD to RS-MD (2.68 Acres)  
Brevard St.  
07306-05-17 & 18 [**SECOND READING**] [**PAGE 88**]
18. 10-32MA  
Village at Sandhills

Charles Kahn  
C-1 to C-3 (0.38 Acres)  
C-3 to C-1 (0.38 Acres)  
Fashion Drive  
22900-02-09A(p) [**SECOND READING**] [**PAGES 90-92**]

19. An Ordinance Amending the "2009 Richland County Comprehensive Plan", by incorporating the "Broad River Road Corridor and Community Master Plan" into the plan [**SECOND READING**] [**PAGES 94-95**]
20. Amend Ordinance which authorized a Quit Claim Deed to A. Mitchell and M. Snipe: [**PAGES 97-106**]
  - a. An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Malika R. Snipe for a portion of Hunter's Road, an unpaved Road in the Richland County Road Maintenance System [**FIRST READING**] [**PAGES 99-102**]
  - . An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Aramide Mitchell for a portion of Hunter's Road, an unpaved road in the Richland County Road Maintenance System [**FIRST READING**] [**PAGES 103-106**]
21. Reduction in Hospitality Tax from 2% to 1.5% [**PAGES 108-112**]
22. Sisters of Charity Providence Hospitals JEDA Hospital Revenue Bonds [**PAGES 114-121**]
23. Palmetto Health JEDA Bond Issuance [**PAGES 123-129**]
24. Monroe Conservation Easement Donation [**PAGES 131-137**]
25. Palmetto Pride Grants [**PAGES 139-140**]
26. Funding for the "Good to Great" Initiative [**PAGES 142-148**]

### **Third Reading Items**

27. Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters [**PAGES 150-182**]

### **Second Reading Items**

28. An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to specify authority of officer, conditions of impoundment and redemption of animals, and make clarifications pertaining to owner responsibilities [**PAGES 184-189**]

### **Report Of Development And Services Committee**

29. Broad River Additional Access Timber Knoll Drive [**PAGES 191-193**]



30. An Ordinance Amending the Fiscal Year 2010-2011 Utilities Fund Annual Budget to appropriate \$75,463 of Utilities Fund Interest for Broad River Capital Project Closeout [**FIRST READING**] [**PAGES 195-196**]
31. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; Subsection (g), On-Premises Signs Permitted in Rural And Residential Districts; so as to establish the maximum height and square footage of signs for institutional uses in the RU Rural District [**FIRST READING**] [**PAGES 198-199**]
32. Regulations for Boarded up Structures [**PAGES 201-211**]
  - a. The Unsafe Housing Procedures [**PAGES 201-206**]
  - b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; so as to provide regulations for boarded-up structures [**FIRST READING**] [**PAGES 207-211**]

### **Report Of Administration And Finance Committee**

33. Conservation Easement Donation of 60 acres near Abney Estates Development [**PAGES 213-228**]
34. Shelley Conservation Easement Donation of 82 acres near Ashley Oaks Development [**PAGES 230-245**]

### **Report Of Economic Development Committee**

35. Amendments to Industrial Park Covenants and Restrictions [**PAGES 247-248**]

### **Report Of Rules And Appointments Committee**

#### **1. Discussion From Rules And Appointments Committee**

36. Midlands Workforce Board regarding background checks [**PAGES 250-251**]
37. Approved from the July 6, 2010 Council Meeting, Implementation of the Complete Streets Citizen Advisory Committee (CSCAC) and the Complete Streets Technical Advisory Committee (CSTAC) [**PAGES 253-254**]
38. Visit the term limits for boards and committees [**JACKSON**]

### **Other Items**

39. Report of the Airport Commission:
  - a. Curtis-Wright Hangar Lease [**PAGES 257-258**]

### **Citizen's Input**

40. Must Pertain to Items Not on the Agenda

## **Executive Session**

### **Motion Period**

41. a. Resolution Honoring Earl Brown's 28 years of service to the COG [**HUTCHINSON & JACKSON**]
- b. Motion to pull the Heir Property Ordinance from the Planning Commission as it was deferred last month and today only three members of nine showed up. This would make ninety days before we get this back which is unacceptable [**JACKSON**]

## **Adjournment**



# Richland County Council Request of Action

**Subject**

Regular Session: November 16, 2010 **[PAGES 8-16]**

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, NOVEMBER 16, 2010 6:00 p.m.

*In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.*

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### MEMBERS PRESENT:

Chair	Paul Livingston
Vice Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin Washington

**OTHERS PRESENT** – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, Larry Smith, Daniel Driggers, Anna Almeida, Jim Wilson, Dale Welch, David Hoops, Sandra Haynes, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

### INVOCATION

The Invocation was given by the Honorable Gwendolyn Davis Kennedy

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Gwendolyn Davis Kennedy

**POINT OF PERSONAL PRIVILEGE** – Ms. Smith recognized that Benedict College students and Councilman-elect Seth Rose were in the audience.

Mr. Washington asked for a moment of silence in honor of the Columbia Firefighter who lost his life in the line of duty.

Ms. Hutchinson recognized the Public Works staff for a successful America Recycles Day and congratulated the Conservation Commission for a successful Farm City Week and luncheon.

Ms. Dickerson recognized Hi Ying Zeng for insight into conducting business with the Chinese.

## PRESENTATION OF RESOLUTION

**Resolution honoring Chief Deputy Wash James of the Richland County Sheriff's Department on his promotion to Chief Deputy of the Uniformed Division** – Ms. Kennedy and Mr. Jackson presented Chief Deputy Wash James with a resolution honoring him on his promotion to Chief Deputy of the Uniformed Division.

## APPROVAL OF MINUTES

**Regular Session: November 9, 2010** – Mr. Jackson moved, seconded by Ms. Hutchinson, to approve the minutes as distributed. The vote in favor was unanimous.

## ADOPTION OF AGENDA

Mr. Smith requested that the Addendum to the Intergovernmental Agreement regarding the Midlands Regional Transit Authority be added under the Report of the Attorney for Executive Session Items.

Mr. Livingston also requested that a Personnel Matter be added under the Report of the Chairman.

Mr. Jeter moved, seconded by Ms. Kennedy, to adopt the agenda as amended. The vote in favor was unanimous.

## REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **Lease/Sale of County Property**
- b. **Addendum to the Intergovernmental Agreement regarding Midlands Regional Transit Authority**

c. **Personnel Matter**

**CITIZENS' INPUT**  
(For Items on the Agenda Not Requiring a Public Hearing)

No one signed up to speak.

**REPORT OF THE COUNTY ADMINISTRATOR**

No report was given.

**REPORT OF THE CLERK OF COUNCIL**

No report was given.

**REPORT OF THE CHAIRMAN**

**Personnel Matter** – This item was taken up during Executive Session.

**PRESENTATION**

**Ric Luber, Midlands Authority for Conventions, Sports and Tourism** – Mr. Ric Luber gave a brief presentation regarding ongoing tourism promotions of the Midlands Authority for Conventions, Sports and Tourism.

**OPEN/CLOSE PUBLIC HEARINGS**

- **An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation** – No one signed up to speak.
- **An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment** – No one signed up to speak.

**APPROVAL OF CONSENT ITEMS**

- **An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment [THIRD READING]**

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; “Institutional, Educational, and Civic Uses” of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit Cemeteries and Mausoleums in the RU Rural District, with Special Requirements [THIRD READING]**
- **A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library [SECOND READING]**
- **An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Owen Steel Company, Inc., pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 [SECOND READING]**

Mr. Pearce moved, seconded by Mr. Washington, to approve the consent items. The vote in favor was unanimous.

### THIRD READING

**To amend the ordinance dealing with Loitering** – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

### SECOND READING

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-1, Discharge of Firearms in Certain Areas Unlawful; so as to clarify when firearms discharge is allowed** – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

### REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to specify authority of officer, conditions of impoundment and redemption of animals, and make clarifications pertaining to owner responsibilities** – Mr. Malinowski moved, seconded by Mr. Jackson, to give First Reading approval to this item and to present amendments to the ordinance on Second Reading. The vote in favor was unanimous.

**An Ordinance Authorizing Quit-Claim Deed to the Palmetto Trust for Historic Preservation for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County** – Ms. Smith moved, seconded by Mr. Washington, to give First Reading approval to this item. A discussion took place.

The vote in favor was unanimous.

**An Ordinance Authorizing Quit-Claim Deed to Jack A. Bryant for a portion of the right of way for an unimproved section of Lake Dogwood Circle, Richland County** – Mr. Malinowski moved, seconded by Mr. Jackson, to give First Reading approval to this item. A discussion took place.

The vote in favor was unanimous.

### REPORT OF ECONOMIC DEVELOPMENT

**Annual Richland County Economic Development Ambassador Nomination** – Mr. Pearce stated that the committee recommended nominating Mr. George Thibeault and next year to involve more Council members in the selection process. The vote in favor was unanimous.

**Governmental Affairs/Political Representative Services Contract Extension** – Mr. Pearce stated that the committee recommended approval of the contract extension and to strongly urge Council members that have legislative items to forward them to the County Administrator, in order for them to be submitted to the Governmental Affairs team prior to the 2011 Council Retreat. A discussion took place.

The vote in favor was unanimous.

### REPORT OF RULES AND APPOINTMENTS COMMITTEE

#### I. NOTIFICATION OF VACANCIES

- a. **Board of Assessment Appeals—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- b. **Building Codes Board of Adjustments and Appeals—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- c. **Central Midlands Council of Governments—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- d. **Lexington/Richland Alcohol Drug and Abuse Council—2** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.



- e. **Richland Memorial Hospital Board—5** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.

## II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee, Hospitality—2** – Mr. Malinowski stated that committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- b. **Appearance Commission, Landscaper/Landscape Architect—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- c. **Building Codes Board of Adjustments and Appeals, Licensed Contractor—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- d. **Community Relations Council—1** – Mr. Malinowski stated that the committee recommended appointing Ms. Bethany Human. The vote in favor was unanimous.
- e. **Employee Grievance Committee—3** – Mr. Malinowski stated that the committee recommended re-appointing Ms. Deborah Jordan and re-advertising for the remaining vacancies. The vote in favor was unanimous.
- f. **Internal Audit Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- g. **Riverbanks Park Commission—1** – Mr. Malinowski stated that the committee recommended re-appointing Mr. Lloyd Liles. The vote in favor was unanimous.

## III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Attorney General's Opinion regarding Voter Registration and the Election Commission** – Mr. Malinowski stated that this item was provided for information.
- b. **Council will schedule at a minimum Quarterly ½ Day Work Sessions to coincide with the receipt of the 50 plus page Quarterly Strategic Plan Update and 24 associated annual goals**

or dispose of the plan and subsequent reports [MANNING] – Mr. Malinowski stated that the committee recommended that one additional update/feedback session be held at a mutually agreed upon time prior to a Council meeting. The vote was in favor.

#### OTHER ITEMS

**A Resolution to appoint and commission Shandon Edwards and Dorris Taylor as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County** – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

**Medicare Retiree Insurance** – Ms. Smith moved, seconded by Mr. Jeter, to give First Reading approval to the budget amendment. The vote in favor was unanimous.

#### CITIZEN'S INPUT (Must Pertain to Items Not on the Agenda)

No one signed up to speak.

#### EXECUTIVE SESSION

=====  
**Council went into Executive Session at approximately 6:44 p.m. and came out at approximately 8:22 p.m.**  
=====

- a. **Lease/Sale of County Property** – Ms. Dickerson moved, seconded by Mr. Hutchinson, to authorize the Administrator to enter into negotiations and bring back a proposal to Council. The vote in favor was unanimous.
- b. **Addendum to the Intergovernmental Agreement regarding Midlands Regional Transit Authority** – Ms. Dickerson moved, seconded by Ms. Smith, to direct staff to negotiate an addendum to the IGA and bring the document back to Council. A discussion took place.  
  
The vote in favor was unanimous.
- c. **Personnel Matter** – Ms. Dickerson moved, seconded Ms. Smith, to continue Ms. Cannon-Finch's employment as the Clerk of Council on a month to month basis beginning December 14<sup>th</sup> at her current salary and benefits until such time as the Council and the Clerk can decide how they wish to move forward with this matter.

Mr. Washington made a substitute motion, seconded by Mr. Jackson, to extend the contract of the Clerk of Council for one year until the instrument is in place for her proper evaluation.

<u>For</u>	<u>Against</u>
Malinowski	Pearce
Jackson	Hutchinson
Kennedy	Jeter
Washington	Livingston
	Dickerson
	Manning
	Smith

The substitute motion failed.

Mr. Washington made a substitute motion, seconded by Mr. Jackson, to extend the Clerk of Council's contract for six months until the evaluation instrument is in place.

<u>For</u>	<u>Against</u>
Malinowski	Pearce
Jackson	Hutchinson
Kennedy	Jeter
Washington	Livingston
	Dickerson
	Manning
	Smith

The substitute motion failed.

A discussion took place on the main motion.

<u>For</u>	<u>Against</u>
Pearce	Malinowski
Jackson	Kennedy
Hutchinson	Washington
Jeter	
Livingston	
Dickerson	
Manning	
Smith	

The vote on the main motion was in favor.

#### MOTION PERIOD

**I move to request the Chair of County Council request and schedule a joint meeting with Lexington County officials to consider the feasibility of a collaborative impact fee study for both counties [HUTCHINSON]** – This item was referred to the A&F Committee.

**Visit the term limits for boards and committees [JACKSON]** – This item was referred to the Rules & Appointments Committee.

**ADJOURNMENT**

The meeting adjourned at approximately 7:44 p.m.

\_\_\_\_\_  
Paul Livingston, Chair

\_\_\_\_\_  
Damon Jeter, Vice-Chair

\_\_\_\_\_  
Gwendolyn Davis Kennedy

\_\_\_\_\_  
Joyce Dickerson

\_\_\_\_\_  
Valerie Hutchinson

\_\_\_\_\_  
Norman Jackson

\_\_\_\_\_  
Bill Malinowski

\_\_\_\_\_  
Jim Manning

\_\_\_\_\_  
L. Gregory Pearce, Jr.

\_\_\_\_\_  
Kit Smith

\_\_\_\_\_  
Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Zoning Public Hearing: November 23, 2010 [PAGES 18-21]

# MINUTES OF



## RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, NOVEMBER 23, 2010 7:00 p.m.

*In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.*

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### MEMBERS PRESENT:

Vice Chair     Damon Jeter  
Member        Joyce Dickerson  
Member        Valerie Hutchinson  
Member        Norman Jackson  
Member        Bill Malinowski  
Member        L. Gregory Pearce, Jr.  
Member        Kit Smith  
Member        Kelvin E. Washington, Sr.

Absent         Paul Livingston  
                  Gwendolyn Davis Kennedy

**OTHERS PRESENT:** Anna Almeida, Amelia Linder, Suzie Haynes, Milton Pope, Sparty Hammett, Brian Cook, Stephany Snowden, Tamara King, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 7:02 p.m.

### ADDITIONS/DELETIONS TO AGENDA

Ms. Dickerson moved, seconded by Mr. Manning, to adopt the agenda as distributed. The vote in favor was unanimous.

## MAP AMENDMENTS

**10-27MA, Woodcreek Development Partnership, John Cooper, PDD to PDD (8 Acres), Spears Creek Church Rd., 28800-01-10**

Mr. Jeter opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

**10-28MA, Woodcreek Development Partnership, John Cooper, PDD to PDD (49 Acres), Spears Creek Church Rd., 28800-01-09 & 25800-03-28**

Mr. Jeter opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

**10-29MA, George L. Bradley, Jr., Charles E. Crosby, RR to RS-E (4.28 Acres), Leitner Point Rd., 02307-01-07**

Mr. Jeter opened the floor to the public hearing.

Mr. Charles E. Crosby, Jr. spoke in favor of this item.

The floor to the public hearing was closed.

A discussion took place.

Mr. Malinowski moved, seconded by Ms. Hutchinson, to deny the re-zoning request. The vote in favor was unanimous.

**10-30MA, Cynthia South, Harold H. Snuggs, RS-LD to RS-MD (2.68 Acres), Brevard St., 07306-05-17 & 18**

Mr. Jeter opened the floor to the public hearing.

Mr. Harold Snuggs spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Smith moved, seconded by Mr. Manning, to give First Reading approval to this item. The vote in favor was unanimous.

**10-32MA, Village at Sandhills, Charles Kahn, C-1 to C-3 (0.38 Acres), C-3 to C-1 (0.38 Acres), Fashion Drive, 22900-02-09A (p)**

Mr. Jeter opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Mr. Jackson, to give First Reading approval to this item. The vote in favor was unanimous.

**ADOPTION OF MASTER PLAN**

**An Ordinance Amending the “2009 Richland County Comprehensive Plan”, by incorporating the “Broad River Road Corridor and Community Master Plan” into the Plan**

Mr. Jeter opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Mr. Washington, to give First Reading approval to this item. The vote in favor was unanimous

**TEXT AMENDMENT**

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article III, Administration; Section 26-34, Development Review Team; Subsection (A), Established/Duties; Paragraph (4), Other; so as to empower the Development Review Team to impose standards above the minimum when it is deemed necessary due to sensitive environmental and/or topographic conditions**

Mr. Malinowski moved, seconded by Mr. Jackson, to defer the public hearing and the proposed text amendment. The vote in favor was unanimous.



**ADJOURNMENT**

The meeting adjourned at approximately 7:31 p.m.

Submitted respectfully by,

Paul Livingston  
Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

- a. Addendum to CMRTA IGA
- b. Project P

# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

# Richland County Council Request of Action

**Subject**

- a. Recognizing Detention Officer Cunningham for winning the Criminal Justice Bert Friday Award
- b. Joint City-County CMRTA Work Session
- c. Update on Sale of County Property
- d. Potential Property Acquisition
- e. New Employee Recognition
- f. Recreation/Entertainment Complex Update

# Richland County Council Request of Action

**Subject**

- a. Retreat 2011

# Richland County Council Request of Action

**Subject**

- a. Personnel Matter

# Richland County Council Request of Action

## **Subject**

- a. A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library
- b. An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Owen Steel Company, Inc., pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-1, Discharge of Firearms in Certain Areas Unlawful; so as to clarify when firearms discharge is allowed
- d. An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to specify authority of officer, conditions of impoundment and redemption of animals, and make clarifications pertaining to owner responsibilities
- e. An Ordinance Authorizing Quit-Claim Deed to the Palmetto Trust for Historic Preservation for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County
- f. An Ordinance Authorizing Quit-Claim Deed to Jack A. Bryant for a portion of the right of way for an unimproved section of Lake Dogwood Circle, Richland County
- g. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$250,000 of General Fund Undesignated Fund Balance to Nondepartmental for additional funding for Medicare Retiree Insurance
- h. A Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2011, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$165,000,000
- i. A Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its not to exceed \$325,000,000 Hospital Refunding and Improvement Revenue Bonds, to be issued in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended

# Richland County Council Request of Action

**Subject**

A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library **[THIRD READING] [PAGES 29-30]**

**Notes**

First Reading: November 9, 2010  
Second Reading: November 16, 2010  
Third Reading:  
Public Hearing:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_ -11HR

A BUDGET AMENDMENT TO ADJUST THE BUDGETS FOR RICHLAND COUNTY SCHOOL DISTRICT ONE AND RICHLAND COUNTY PUBLIC LIBRARY.

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 \$179,602,759 be appropriated to the Fiscal Year 2010-2011 budget for School District One and \$19,849,493 be appropriated to the Fiscal Year 2010-2011 budget for Richland County Public Library.

Therefore, the budget is hereby amended as follows:

**SCHOOL DISTRICT ONE**

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 177,449,139.00
Appropriation of Revenue:	<u>2,153,620.00</u>
Total School District One Revenue as Amended:	\$ 179,602,759.00

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 177,449,139.00
Increase to School District One Budget:	<u>2,153,620.00</u>
Total School District One Expenditures as Amended:	\$ 179,602,759.00

**RICHLAND COUNTY PUBLIC LIBRARY**

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 19,817,000.00
Appropriation of Revenue:	<u>32,493.00</u>
Total Richland County Public Library Revenue as Amended:	\$ 19,849,493.00

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 19,817,000.00
Increase to Richland County Public Library:	<u>32,493.00</u>
Total Richland County Public Library Expenditures as Amended:	\$ 19,849,493.00

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2010

\_\_\_\_\_  
Michielle R. Cannon-Finch  
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 of Action

## **Subject**

An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Owen Steel Company, Inc., pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 **[THIRD READING] [PAGES 32-63]**

## **Notes**

First Reading: November 9, 2010  
Second Reading: November 16, 2010  
Third Reading:  
Public Hearing:

**A RESOLUTION  
(RICHLAND COUNTY)**

IDENTIFYING A CERTAIN ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED AND CONSTRUCTED IN RICHLAND COUNTY, SOUTH CAROLINA BY OWEN STEEL COMPANY, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AND AUTHORIZING A FEE AGREEMENT BY AND BETWEEN OWEN STEEL COMPANY, INC. AND RICHLAND COUNTY, SOUTH CAROLINA WHEREBY, UNDER CERTAIN CONDITIONS, RICHLAND COUNTY WILL PROVIDE CERTAIN ECONOMIC DEVELOPMENT INCENTIVES TO OWEN STEEL COMPANY, INC. TO INDUCE OWEN STEEL COMPANY, INC. TO EXPAND ITS EXISTING MANUFACTURING FACILITY LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution") and the Code of Laws of South Carolina, 1976, as amended, (the "Code") and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code, as amended, also known as the Fee in Lieu of Tax Simplification Act (the "Act"), to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally that provide for the exemption of such project from property taxes and provide for the payment of a fee in lieu of property taxes (a "fee agreement" as defined in the Act); and

WHEREAS, Owen Steel Company, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), desires to expand its existing manufacturing facility located within the County (the "Facility") including but not limited through the construction of a new building(s), the expansion of an existing building(s), and/or the addition of machinery and equipment at the Facility (the "Project"); and

WHEREAS, based on the information provided by the Company, the County has determined that the Project would directly and substantially benefit the general public welfare of the County by providing the creation of jobs and employment, the increase of ad valorem tax base,

service, employment, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council, having heard the particulars of the Project, wishes to reflect and identify the Project for purposes of §12-44-40(D), and other relevant provisions, of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Richland County, South Carolina (the “County Council”) as follows:

Section 1. Identification of Project. The Project, on the terms and conditions set forth on the record and as heard by the County Council, is hereby reflected and identified for purposes of the Act.

Section 2. Fee-in-Lieu-of-Tax Arrangement. The County shall consider granting the Company a fee-in-lieu-of-tax arrangement.

Section 3. Fee Agreement. The provisions, terms, and conditions of a fee agreement (the “Fee Agreement”), under and pursuant to the Act by and between the County and the Company, shall be prescribed and authorized by subsequent ordinance of the County Council which shall be consistent with the terms of this Resolution.

Section 4. Procedural Requirements. The County Council will comply with the provisions of the Home Rule Act and the Code and Constitution regarding the procedural requirements for adopting all required ordinances and resolutions.

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

Section 6. Official Action. It is the intention of the County Council that this Resolution and the Fee Agreement attached hereto, the content, terms, and provisions of which are hereby incorporated by reference herein as fully as set forth verbatim, shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of a fee-in-lieu-of-tax agreement for the inducement of economic development projects.

Adopted in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_ 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Livingston, Chairman, County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Michielle Cannon-Finch, Clerk to County  
Council of Richland County,  
South Carolina



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

AN ORDINANCE AUTHORIZING CERTAIN ECONOMIC INCENTIVES, INCLUDING PAYMENT OF A FEE IN LIEU OF PROPERTY TAXES AND OTHER RELATED MATTERS, PURSUANT TO A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND OWEN STEEL COMPANY, INC., PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (“Constitution”), the Code of Laws of South Carolina, 1976, as amended (“Code”), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective and existing industries as inducements for economic development within the County;

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (“Act”) to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Act) and to accept any grants for such projects;

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (“State”) and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a “fee agreement,” as defined in the Act);

WHEREAS, Owen Steel Company, Inc., a corporation organized and existing under the laws of the State of Delaware (“Company”), but authorized to conduct, and conducting business in the County, desires to expand its existing manufacturing facility located in the County (“Facility”) including, but not limited to, any combination of the following: the construction of one or more new buildings, the expansion of one or more existing buildings, and the addition of machinery and equipment at the Facility (“Project” as further defined below), and has requested the County to provide certain inducements to the Company by entering into a fee agreement;

WHEREAS, the Project involves an anticipated investment by the Company of at least \$5,000,000 and the creation of at least thirty new, full-time jobs over a period of five years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service;

WHEREAS, the County, by proper action, identified the Project and indicated its intent to provide certain economic development incentives by proper resolution of the County Council (“Identification Resolution”);

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act (“Fee Agreement”) pursuant to which the property comprising the Project will be exempted from property tax for a period of time during



which the Company shall make certain payments to the County in lieu of property taxes (“FILOT Payments”); and

WHEREAS, the County has reviewed the Fee Agreement, a copy of the substantially final form of which is attached as Exhibit A and which is incorporated in this Ordinance, and determined that the same is appropriate in form and substance for execution by the County so long as the Fee Agreement includes the County Reporting Requirements, as show on the attached Exhibit B.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, based on information provided by the Company, as follows:

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

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

(c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Fee Agreement. The Fee Agreement is approved as follows:

(a) The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to County Council (“Clerk”) are approved and all of the terms, provisions, and conditions of the Fee Agreement are incorporated by reference. The Chairman of the County Council (“Chairman”) and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Fee Agreement to be delivered to the Company.

(b) The Fee Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Fee Agreement. The County officials shall consult the attorney for the County (“County Attorney”) with respect to any changes to the Fee Agreement. The execution of the Fee Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Fee Agreement now before this meeting.

(c) If under the Fee Agreement or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (“County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

(d) The Fee Agreement shall provide that the Company will invest at least \$5,000,000 and the creation of at least thirty new, full-time jobs at the Project over a period of five years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service.

Section 3. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Fee Agreement and the County's performance of its obligations under the Fee Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

(SEAL)

Attest this \_\_\_\_\_ day of

\_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 9, 2010  
Second Reading: November 16, 2010  
Public Hearing: December 7, 2010  
Third Reading: December 7, 2010

**EXHIBIT A**  
**[FORM OF]**  
**FEE AGREEMENT**

**EXHIBIT B**  
**COUNTY REPORTING REQUIREMENTS**

Annually, for seven years beginning with the property tax year in which this Fee Agreement takes effect, the Company shall submit the following information to the Richland County Finance Director:

- a. Company's Name;
- b. Cumulative capital investment to date as a result of the Project;
- c. Richland County taxes or Fee-In-Lieu payments to date;
- d. Cumulative number of new jobs created to date as a result of the Project; and
- e. New employees hired for reporting year by residential zip code.

STATE OF SOUTH CAROLINA            )  
   )  
COUNTY OF RICHLAND                )

I, the undersigned, Clerk to County Council of Richland County (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch,  
Clerk to County Council  
Richland County, South Carolina

**FEE AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**OWEN STEEL COMPANY, INC.**

**Effective as of December [], 2010**

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OWEN STEEL COMPANY, INC.  
AND  
RICHLAND COUNTY, SOUTH CAROLINA  
[please update]**

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**FEE AGREEMENT**

**OWEN STEEL COMPANY, INC.**

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into effective as of the Commencement Date (as defined hereinafter) by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and OWEN STEEL COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"). The County and the Company are sometimes jointly referred to in this Fee Agreement as the "parties," or severally referred to as a "party."

W I T N E S S E T H :

WHEREAS, the Act, as defined herein, empowers the several counties of the State of South Carolina to enter into a fee agreement with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County is authorized to enter into this Fee Agreement by passage of a resolution and an ordinance that summarize the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company desires to expand its existing manufacturing facility located within the County (the "Facility"), including but not limited to through the construction of a new building(s), the expansion of an existing building(s), and/or the addition of machinery and equipment at the Facility (the "Project"), and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

WHEREAS, subject always to the Act, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

**1. DEFINITIONS**

**1.1. Specific Definitions**

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

"Act" means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, *et seq.*, as amended.

"Additional Payments" shall have the meaning set forth in Section 4.3 of this Fee Agreement.

“*Administrative Expenses*” means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, without limitation, legal fees and expenses incurred by the County, but excluding the salaries and overhead of County personnel. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in connection solely with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company’s behalf.

“*Authorized Company Representative*” means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the president, any vice president, the secretary, and the treasurer of the Company.

“*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 the Project or a portion of the Project is placed in service, as defined in the Act, except that this date must not be later than the last day of the property tax year that which is three years from the year in which the Company and the County entered into this Fee Agreement.

“*Company*” means Owen Steel Company, Inc., a corporation organized and existing under the laws of the State of Delaware, and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

“*Completion Date*” means December 31, 2015, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

“*Cost*” or “*Cost of the Project*” means the cost to the Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants; (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of acquisition, construction and installation of the Project; (e) the expenses of the Company for tests, borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (f) other costs that the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project; (g) costs incurred by the Company for the acquisition and insuring of any interest in the land upon which the Project is located; (h) costs incurred for the Project by third parties on behalf of the Company; and (i) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project, all

whether or not reimbursed by the County or by third parties, all as reflected on the Company's property tax return Form PT-300, with all attachments and schedules thereto, as filed with the Department of Revenue.

"*County*" means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"*County Council*" means the governing body of the County and its successors.

"*County Reporting Requirements*" means those requirements as set forth on *Exhibit A* attached hereto and made a part hereof.

"*Default*" means an event or condition, the occurrence of which would, after the passage of any time permitted for cure or the giving of notice or both, become an Event of Default as defined in Section 7.1 hereof.

"*Department of Revenue*" means the South Carolina Department of Revenue or its successor agency.

"*Equipment*" means all equipment, machinery, furnishings, and other personal property of Company that are made part of the Project by placing it in service in the County during the Project Period, and any other property described in *Exhibit B* attached hereto and made a part hereof, including all Replacement Property that is personal property of the Company.

"*Event of Default*" means any of those events set forth in Article 7 of this Fee Agreement.

"*Fair Market Value*" shall have the meaning set forth in Section 5.1(B) of this Fee Agreement.

"*Fee Agreement*" means this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"*FILOT Payments*" shall have the meaning set forth in Section 5.1 of this Fee Agreement.

"*Independent Counsel*" means an attorney duly admitted to practice law in the State of South Carolina who does not represent either party to this Agreement.

"*Identification Resolution*" means the identification resolution passed by County Council in which County identified the Project and agreed to consider offering the economic development incentives provided for in this Fee Agreement.

"*Ordinance*" means the ordinance of the County Council that authorizes execution and delivery of this Fee Agreement and other applicable Related Documents by the County.

"*Person*" means any individual, association, corporation, partnership, limited liability company, unincorporated organization, joint venture, trust, or government or agency or political subdivision thereof.

"*Project*" shall have the meaning set forth in the recitals hereof, as further defined herein, and shall specifically mean the Real Property and the Equipment.

“*Project Period*” means the five (5) year period beginning with the Commencement Date.

“*Real Property*” means the real property, if any, made part of the Project during the Project Period, including any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in *Exhibit C* attached hereto, as from time to time supplemented by the Company, and all Replacement Property that is real property.

“*Related Documents*” means this Fee Agreement, the Ordinance, and any documents to which the County and/or the Company are parties that are reasonably required for the consummation of the transactions contemplated hereby or thereby.

“*Replacement Property*” means all property that is placed in service as a replacement for a portion of the Project, to the maximum extent permitted by the Act.

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

“*Term*” means the duration of this Fee Agreement.

## **1.2. *References to Fee Agreement***

The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Fee Agreement.

## **2. REPRESENTATIONS AND WARRANTIES**

### **2.1. *Representations and Warranties by the County***

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out the County’s obligations hereunder. Based on representations of the Company, the Project constitutes or will constitute a “project” within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

(B) Prior to the delivery of this Fee Agreement, the County has adopted the Identification Resolution and enacted the Ordinance;

(C) The execution and delivery of this Fee Agreement and compliance by the County with the terms and conditions thereof will not constitute a material breach of, or a material default under any existing law, regulation, decree, or order, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound; and

(D) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that would materially adversely affect the validity or enforceability of this Fee Agreement.

## 2.2. *Representations and Warranties by Company*

The Company represents and warrants that:

(A) The Company is a corporation organized and in good standing under the laws of the State of Delaware, is authorized to transact business in the State of South Carolina, and has power to enter into this Fee Agreement, and, by proper action, has been duly authorized to execute and deliver this Fee Agreement;

(B) The execution and delivery of this Fee Agreement and compliance by the Company with the terms and conditions hereof will not constitute a material breach of, or a material default under, (i) any existing law, regulation, decree, or order, or (ii) any material term, condition, or provision of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound; and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company that would materially restrict the Company's ability to make any payments hereunder, other than as may be permitted by this Fee Agreement;

(C) No event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" as described in Section 7.1 hereof;

(D) The Company intends to operate the Project for the purposes permitted by this Fee Agreement or the Act or other purposes expressly agreed upon in writing by the parties;

(E) The execution of this Fee Agreement by the County and the Company has been instrumental in inducing the Company to expand its Facility in the County and in the State;

(F) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

(G) The Project constitutes or will constitute a "project" within the meaning of the Act.

(H) The Company shall comply with the County Reporting Requirements.

## 3. **CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT**

### 3.1. *Construction and Acquisition of Project*

The Company shall construct and acquire the Project and shall do all other things deemed necessary by the Company in connection with the Project. The Company shall identify in writing, to the extent required by the Department of Revenue, any portion of the Project placed in service that is not then already adequately described in this Fee Agreement or supplements thereto as a portion of the Project. The Company shall maintain such records in connection with the construction or acquisition of the Project as are reasonably necessary to (i) permit ready identification thereof and (ii) confirm the date(s) on which the Project or portions of the Project were placed in service.

### **3.2. Completion Date**

The Completion Date(s) shall be evidenced to the County by a written statement by an Authorized Company Representative certifying the Completion Date and stating that, to the best of his knowledge and information, the acquisition or construction of the Project, or a phase thereof, has been completed and placed in service as of the stated Completion Date and shall state the total cost as of the Completion Date. The certificate of completion may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

### **3.3. Completion of the Project**

The Company shall cause the Project to be completed and shall pay or cause to be paid all of the Cost of the Project, provided that this shall not be deemed to preclude financing of some or all of the Cost of the Project on such terms as the Company shall determine.

### **3.4. Amendments to Exhibits B and C**

The Company may supplement *Exhibit B* and *Exhibit C* from time to time provided that the supplements are consistent with the terms of this Fee Agreement and the Act [MCIP] and notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement.

### **3.5. Minimum Investment and Minimum Jobs Commitment**

Before the Completion Date, the Company will invest at least Five Million Dollars (\$5,000,000) in taxable property constituting part of the Project (the "Minimum Investment Threshold") and create at least thirty (30) full-time jobs at the Project (the "Minimum Jobs Threshold").

### **3.6. Licenses and Permits; Assistance in Obtaining**

To the extent permitted by law, the County will use its reasonable best efforts to expedite all building and construction permit applications and will use its reasonable best efforts to assist the Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

If any application is made to a governmental or other agency by the Company or the County for any permit, license, or approval to do or to perform certain things necessary for the proper performance of this Fee Agreement, the Company and the County shall execute, upon the request of the other party, such applications as may reasonably be requested or required.

## **4. TERM, FEES AND ADDITIONAL PAYMENTS**

### **4.1. Term**

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the twentieth (20th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

#### **4.2. FILOT Payments**

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

#### **4.3. Additional Payments**

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as “Additional Payments,” to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within thirty (30) calendar days of receipt by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred.

#### **4.4. Failure to Pay in a Timely Manner**

If the Company fails to make in a timely manner any of the payments required in this Article 4, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, together with interest and penalties for which the Company is liable under applicable law thereon, along with Administrative Expenses, from the date the payment was due, at the rate per annum which is equal to the rate required by law for late payment of *ad valorem* taxes or, in the case of the FILOT Payments, an amount equal to any interest required by law for late payment of comparable *ad valorem* property taxes. In the event of any failure on the part of the Company to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein, by law, equity or otherwise, including without limitation with respect to non-payment of FILOT Payments hereunder the imposition and enforcement of a lien against the Project for tax purposes, as provided in Section 12-44-90 of the Act and the collection of Administrative Expenses.

### **5. FILOT PAYMENTS AND TAX CREDITS**

#### **5.1. FILOT Payments; Calculation and Timing**

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make twenty (20) annual FILOT Payments for each portion of the Project placed in service each year during the Project Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of eight percent (8%), (ii) a millage rate of 402.9 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act (the “Fair Market Value”).

(C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act.



(D) Any part of the Project subject to the fee payment may be disposed of, and the Fair Market Value of the Project used to calculate FILOT Payments shall be reduced by the Fair Market Value of the disposed property.

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company with a benefit that is commensurate with the benefit provided under this Fee Agreement. If the Project is not eligible for FILOT Payments, the Company shall be entitled to receive (i) the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

(F) If the Company does not meet the Minimum Investment Threshold and the Minimum Jobs Threshold as of the Completion Date, the Company prospectively loses the benefit of this Fee Agreement and the Project reverts to normal *ad valorem* taxation and the Company shall repay the County the full amount of the difference between the FILOT Payments and the amount of *ad valorem* property taxes that would have otherwise been due and payable by the Company if the Project were subject to *ad valorem* property taxes since the Commencement Date. The Company shall make any such repayment no later than ninety (90) days after the Completion Date.

## **5.2. Tax Deductions, Credits and Exemptions**

Unless otherwise precluded by the Act, applicable law or judicial decision, the Company shall be entitled to all applicable federal, state and local investment tax credits, exemptions, allowances and deductions for depreciation and diminution in value, and other similar tax relief provisions relating to the Project. At the request of the Company, the County shall do all things as are reasonably necessary or proper to confirm and receive those benefits, provided the Company shall pay the expenses incurred in that undertaking.

## **5.3. Abating FILOT Payments**

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction, condemnation, or adverse impact reduces the Project's fair market value, the FILOT Payments shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

## **6. OTHER COVENANTS**

### **6.1. Use of Project**

The Company shall have the right during the Term of this Fee Agreement to use the Project, as a project, for any lawful purpose authorized by the Act. At the time of entering into this Fee Agreement, however, it is the intent of the Company to use the Project for the primary purpose of manufacturing steel products and related activities.

**6.2. *Limitation of County's Liability***

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

**6.3. *No Liability of County Personnel***

All covenants, agreements and obligations of the County contained herein shall be deemed to be covenants, agreements and obligations of the County and not of any member of the County Council or any officer, agent, servant or employee of the County in his individual capacity.

**6.4. *Transfer of Project; Financing***

To the extent permitted by Section 12-44-120(A) of the Act, (a) an interest in this Fee Agreement and the Project, or (b) an equity interest or other interest in an entity with an interest in this Fee Agreement or the Project, or both, may be transferred to another entity at any time; provided that the Company shall not be released from its obligations without the County's prior written consent. Whenever consent of the County is required under the Act or this Fee Agreement for any of the foregoing transactions, such consent shall not be unreasonably withheld.

**6.5. *Financing***

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120(B) and (C) of the Act. The Company shall cause the County and the Department of Revenue to be notified of a financing-related transfer of the Fee Agreement or the Project within sixty (60) days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

**6.6. *Leasing of Project***

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

**6.7. *Filing of Annual Report of Investment in Project***

The Company shall provide to the County a copy of the annual return to the Department of Revenue or equivalent showing the investment of the Company in the Project (currently, Form PT-300S). The County shall accord this information the same degree of confidentiality as is required for the Department of Revenue. The Company shall also make all other filings required from time to time by Section 12-44-90 of the Act.

**6.8. *Waiver of Statutorily Required Recapitulation***

Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55.

## **6.9 Indemnification**

(a) Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents, present and future, and past County employees or agents who have worked on the Project and any documents or matters related to the Project (each, an “Indemnified Party”), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company, further, releases each Indemnified Party from and shall indemnify and save each Indemnified Party harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, (v) any environmental violation, condition, or effect, or (vi) the administration by any Indemnified Party of this Fee Agreement or the performance by any Indemnified Party of the County’s obligations hereunder. Company shall indemnify and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any other Indemnified Party, Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that each Indemnified Party shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold that Indemnified Party harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

## **7. EVENTS OF DEFAULT AND REMEDIES**

### **7.1. Events of Default by Company**

Any one or more of the following events shall constitute an “Event of Default” by Company:

(A) if default shall occur in the due and punctual payment of any Additional Payments to the County, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(B) if FILOT Payments, together with any interest or penalties thereon, shall not have been paid within the maximum time that would be permitted by law if the Project were subject to *ad valorem* property taxes;

(C) if the Company shall fail to perform or comply with any other terms of this Fee Agreement, other than those referred to in the foregoing Subsections (A) or (B), and such default shall (i) continue for thirty (30) calendar days after the County has given the Company written notice of such default, or (ii) in the case of any such default that can be cured, but cannot be cured with due diligence within such thirty (30) day period, if the Company shall fail to proceed promptly and with due diligence to cure the same within such additional period as may be necessary to complete the curing of the same with all due diligence not to exceed ninety (90) days;

(D) if the Company shall file a voluntary petition seeking an order for relief in bankruptcy; or shall be adjudicated insolvent; or shall file any petition or answer or commence a case seeking reorganization, composition, readjustment, liquidation or similar order for relief for itself under any present or future statute, law or regulation; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the Project; or shall make any general assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due;

(E) if a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(F) if any material representation or warranty made by the Company herein proves untrue in any material and adverse respect as of the date of making the representation or warranty.

## **7.2. Remedies on Event of Default by Company**

Upon the occurrence of any Event of Default, the County, may, at its option, take any one or more of the following actions: (i) terminate this Fee Agreement by thirty (30) days notice in writing specifying the termination date; (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the sums under Article 4 then due and thereafter to become due. In all events, if the Company fails to make Fee Payments due under Section 5.1, the County shall have the same enforcement, lien, and collection rights and remedies as it would have had for the non-payment of *ad valorem* taxes.

## **7.3. Default by County**

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within

ninety (90) days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for *mandamus*.

## **8. MISCELLANEOUS**

### **8.1. *Rights and Remedies Cumulative***

Each right, power and remedy of the County or of the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Fee Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

### **8.2. *Successors and Assigns***

The terms and provisions of this Fee Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

### **8.3. *Notices; Demands; Requests***

All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if (a) personally delivered by any entity which provides written evidence of such delivery, or (b) sent by United States first class mail, postage prepaid (in which event notice shall be deemed to occur two (2) calendar days after the date postmarked), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid (in which event notice shall be deemed to occur on the date on which delivery was accepted or rejected by the recipient). Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

- (a) As to the County:

Richland County  
P.O. Box 192  
Columbia, South Carolina 29202  
Attention: County Administrator  
Telephone: (803) 576-2054  
Facsimile: (803) 576-2137

With a Copy to:

Parker Poe Adams & Berstein LLP  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
Attn: Michael E. Kozlarek

Telephone: (803) 253-8924  
Facsimile: (803) 255-8017

(b) As to the Company:

Owen Steel Company, Inc.  
727 Mauney Drive  
Columbia, SC 29201  
Attention: David Zalesne  
Telephone: (803) 251-7680  
Facsimile: (803) \_\_\_\_\_

With a Copy to:

McNair Law Firm, P.A.  
Post Office Box 11390  
Columbia, South Carolina 29211  
Attention: Erik P. Doerring  
Telephone: (803) 799-9800  
Facsimile: (803) 753-3277

#### **8.4. *Next Succeeding Business Day***

Unless otherwise expressly provided by applicable law, in any case in which the last date for action by or notice to a party falls on a Saturday, Sunday or date that is an official state or federal holiday in the place in which the address is located, then the action required or notice to be given may be made or given on the next succeeding business day with the same effect as if given as required by this Fee Agreement.

#### **8.5. *Applicable Law; Entire Understanding***

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be 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 hereof.

#### **8.6. *Severability***

If any material provision of this Fee Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof unless the effect thereof would render enforcement of the remaining provisions unconscionable.

#### **8.7. *Execution Disclaimer***

Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The

County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

**8.8. *Headings and Table of Contents; References***

The headings of the Fee Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. Unless otherwise clearly indicated by the context, all references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

**8.9. *Multiple Counterparts***

This Fee Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

**8.10. *Amendments***

This Fee Agreement may be amended only by a writing signed by all parties hereto.

**8.11. *Waiver***

Any party hereunder 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.

**8.12. *NON-DISCLOSURE OF COMPANY INFORMATION***

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

**IN WITNESS WHEREOF**, the parties have executed this Fee Agreement effective as of the Commencement Date.

**RICHLAND COUNTY COUNCIL**

By: \_\_\_\_\_  
Paul Livingston, Chair

*(SEAL)*

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

**OWEN STEEL COMPANY, INC.**

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



**EXHIBIT A**  
**COUNTY REPORTING REQUIREMENTS**

Annually, for seven years beginning with the property tax year in which this Fee Agreement takes effect, the Company shall submit the following information to the Richland County Finance Director:

- a. Company's Name;
- b. Cumulative capital investment to date as a result of the Project;
- c. Richland County taxes or Fee-In-Lieu payments to date;
- d. Cumulative number of new jobs created to date as a result of the Project; and
- e. New employees hired for reporting year by residential zip code.

**EXHIBIT B**

**LEGAL DESCRIPTION OF REAL PROPERTY**

None.

**EXHIBIT C**

**DESCRIPTION OF PERSONAL PROPERTY**

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-1, Discharge of Firearms in Certain Areas Unlawful; so as to clarify when firearms discharge is allowed [**THIRD READING**] [**PAGES 65-66**]

## **Notes**

First Reading: November 9, 2010  
Second Reading: November 16, 2010  
Third Reading:  
Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_ -10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-1, DISCHARGE OF FIREARMS IN CERTAIN AREAS UNLAWFUL; SO AS TO CLARIFY WHEN FIREARMS DISCHARGE IS ALLOWED.

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-1 (b) is hereby amended to read as follows:

**Section 18-1. Discharge of firearms in certain areas unlawful.**

*(b) Within three hundred yards of the property boundaries of any dwelling, business, or subdivision.* It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the armed forces of the United States or any authorized gun club, or in the lawful defense of life or property. This subsection also shall not apply to ~~hunting~~ ~~or~~ other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to existing firearms ranges, lawful events or persons ~~hunting~~ ~~or~~ otherwise lawfully discharging firearms on another person's property with the landowner's express permission.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

Item# 11

Attachment number 1  
Page 1 of 2

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

OF \_\_\_\_\_, 2010

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Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

First Reading:            November 9, 2010  
Second Reading:  
Public Hearing:  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing Quit-Claim Deed to the Palmetto Trust for Historic Preservation for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County  
**[SECOND READING] [PAGES 68-72]**

## **Notes**

October 26, 2010 - The committee voted to forward this item to Council without a recommendation. The vote in favor was unanimous.

First Reading: November 16, 2010

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

AN ORDINANCE AUTHORIZING QUIT-CLAIM DEED TO THE PALMETTO TRUST FOR HISTORIC PRESERVATION FOR A PORTION OF CERTAIN TRACTS OF UNIMPROVED LAND NOW OR FORMERLY KNOWN AS LAURELWOOD LANE AND CAMPBELL ROAD, RICHLAND COUNTY.

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

SECTION I. For and in consideration of the sum of \$1.00, the County of Richland and its employees and agents are hereby authorized to grant a quit-claim deed for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County, to “The Palmetto Trust for Historic Preservation”, as specifically described in the attached quit claim deed and plat, which is incorporated herein as Exhibit A.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

First Reading: November 16, 2010 (tentative)  
Second Reading:  
Public Hearing:  
Third reading:



Exhibit A

THIS SPACE LEFT BLANK FOR RECORDING PURPOSE

STATE OF SOUTH CAROLINA )
) QUIT CLAIM DEED
COUNTY OF RICHLAND )

THIS QUIT-CLAIM DEED, executed this \_\_\_ day of \_\_\_, 20\_\_ by Richland County, (hereinafter "Grantor"), to THE PALMETTO TRUST FOR HISTORIC PRESERVATION, (hereinafter "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, successors, assigns, legal representatives and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quit-claim unto the Grantee, their heirs, successors, and assigns, forever, all their right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being that portion of roadway shown as Campbell Road and Laurelwood Lane on a plat known as Boundary Survey & Plat, prepared for The Palmetto Trust for Historic Preservation, dated May 12, 2010, and recorded in the ROD of Richland County in Plat Book R1611 at Page 692. Reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less

Derivation: This being a portion of that track deeded to Richland County by Quail Creek II General Partners on September 28, 1987 and recorded in the ROD of Richland County in Deed Book D0859 at Page 0972.

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the remises before mentioned unto the said Grantee, their heirs, successors and assigns forever so that neither the said Grantors nor their heirs successors, or assigns nor any other person or persons, claiming under their heirs, successors, or assigns, predecessors, or them, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS my hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THIS

SPACE

LEFT

BLANK

WITNESSES:

GRANTOR:

\_\_\_\_\_  
(Witness #1)

By \_\_\_\_\_  
Its: Chairman, Richland County Council

\_\_\_\_\_  
(Witness #2/Notary )

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

**PROBATE**  
**(Grantor)**

Personally appeared before me \_\_\_\_\_ and  
(Name of Witness #1)  
made oath that (s)he saw the within named \_\_\_\_\_

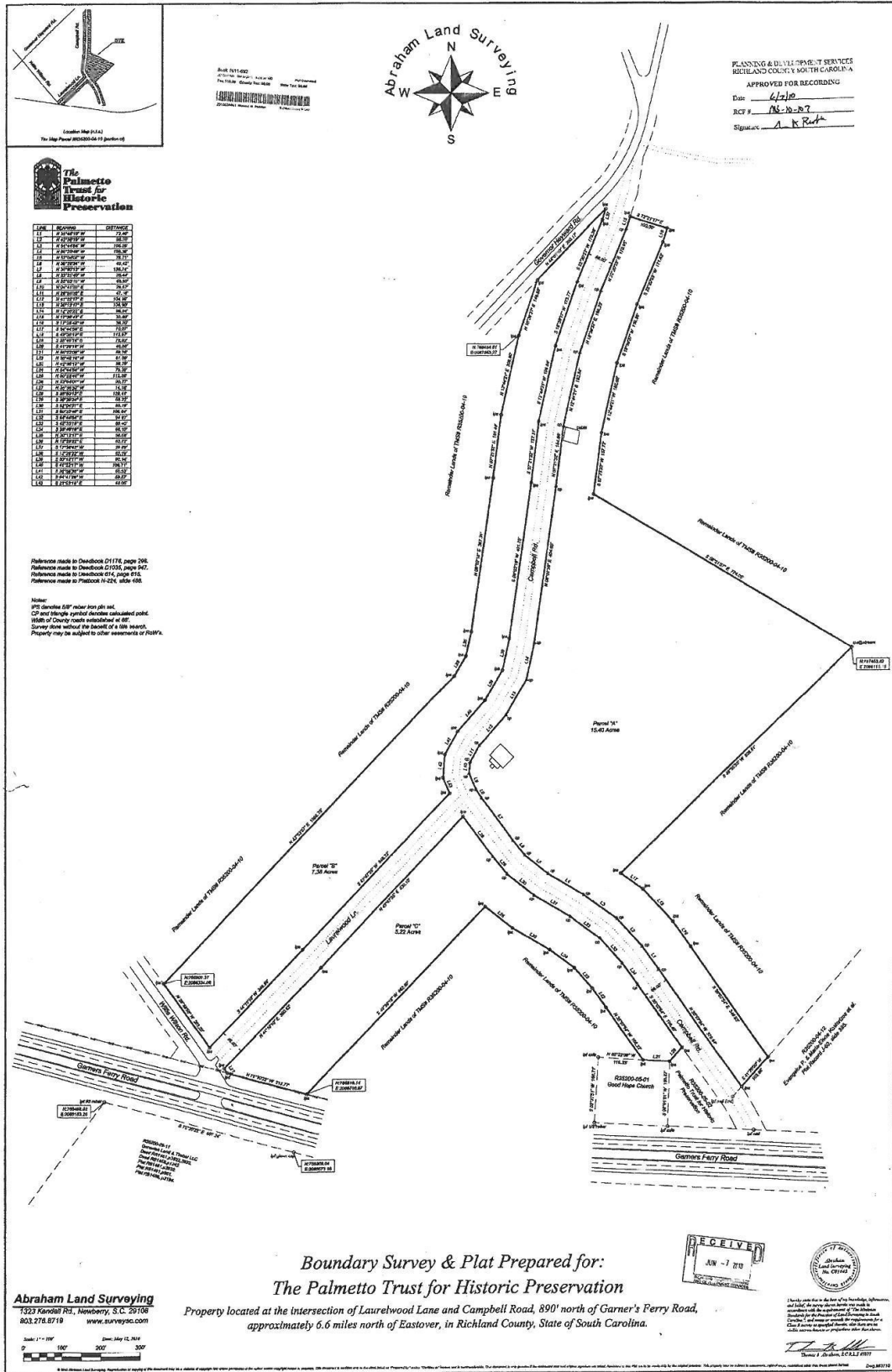
Execute, seal and as its act and deed, deliver the within Assignment and that (s)he with  
\_\_\_\_\_ witnessed the execution thereof  
(Name of Witness #2/Notary

\_\_\_\_\_  
Signature of Witness #1

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

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

Exhibit A, continued



# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing Quit-Claim Deed to Jack A. Bryant for a portion of the right of way for an unimproved section of Lake Dogwood Circle, Richland County [**SECOND READING**] [**PAGES 74-75**]

## **Notes**

October 26, 2010 - The committee recommended that Council approve the quit claim but require compensation from the individual requesting the quit claim. The vote in favor was unanimous.

First Reading: November 16, 2010

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

AN ORDINANCE AUTHORIZING QUIT-CLAIM DEED TO JACK A. BRYANT FOR A PORTION OF THE RIGHT OF WAY FOR AN UNIMPROVED SECTION OF LAKE DOGWOOD CIRCLE, RICHLAND COUNTY.

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

SECTION I. For and in consideration of the sum of \$\_\_\_\_.00, the County of Richland and its employees and agents are hereby authorized to grant a quit-claim deed for a portion of the right of way for an unimproved section of Lake Dogwood Circle from the northeast corner of TMS# R35881-04-05 to the spillway for Murray Pond located on TMS# R35481-03-01, Richland County, to Jack A. Bryant, as specifically described in the attached quit claim deed, which is incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_

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

First Reading: November 16, 2010 (tentative)  
Second Reading:  
Public Hearing:  
Third reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$250,000 of General Fund Undesignated Fund Balance to Nondepartmental for additional funding for Medicare Retiree Insurance  
**[SECOND READING] [PAGES 77-78]**

## **Notes**

First Reading: November 16, 2010

Second Reading:

Third Reading:

Public Hearing:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$250,000 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO NONDEPARTMENTAL FOR ADDITIONAL FUNDING FOR MEDICARE RETIREE INSURANCE.

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 hundred and fifty thousand dollars (\$250,000) be appropriated to FY 2010-2011 Nondepartmental. Therefore, the Fiscal Year 2010-2011 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 137,328,782
Appropriation of General Fund undesignated fund balance	<u>250,000</u>
Total General Fund Revenue as Amended:	\$ 137,578,782

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 137,328,782
Increase to Nondepartmental Medicare Retiree Insurance	<u>250,000</u>
Total General Fund Expenditures as Amended:	\$ 137,578,782

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2010

\_\_\_\_\_  
Michielle R. Cannon-Finch  
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 of Action

**Subject**

10-27MA  
Woodcreek Development Partnership  
John Cooper  
PDD to PDD (8 Acres)  
Spears Creek Church Rd.  
28800-01-10 **[SECOND READING] [PAGES 80-82]**

**Notes**

First Reading: November 23, 2010  
Second Reading:  
Third Reading:  
Public Hearing: November 23, 2010

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

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 # 28800-01-10 FROM PDD (PLANNED DEVELOPMENT DISTRICT) TO AN AMENDED PDD (PLANNED DEVELOPMENT DISTRICT); 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 property described as TMS # 28800-01-10 from PDD (Planned Development District) zoning to an amended PDD (Planned Development District) zoning, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall comply with the “General Development Plan – Woodcreek Farms PUD Descriptive Statement” (dated March 15, 1996) (Ordinance No. 029-96HR), and the revised “General Development Plan: Existing and Planned Uses” prepared for Woodcreek Development Partnership by United Design Services, Inc., which is attached hereto as Exhibit A; and
- b) A traffic impact assessment shall be submitted at the time of major subdivision or major land development submission, if warranted by the Planning and Development Services Department; and
- c) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- d) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest.

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 \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

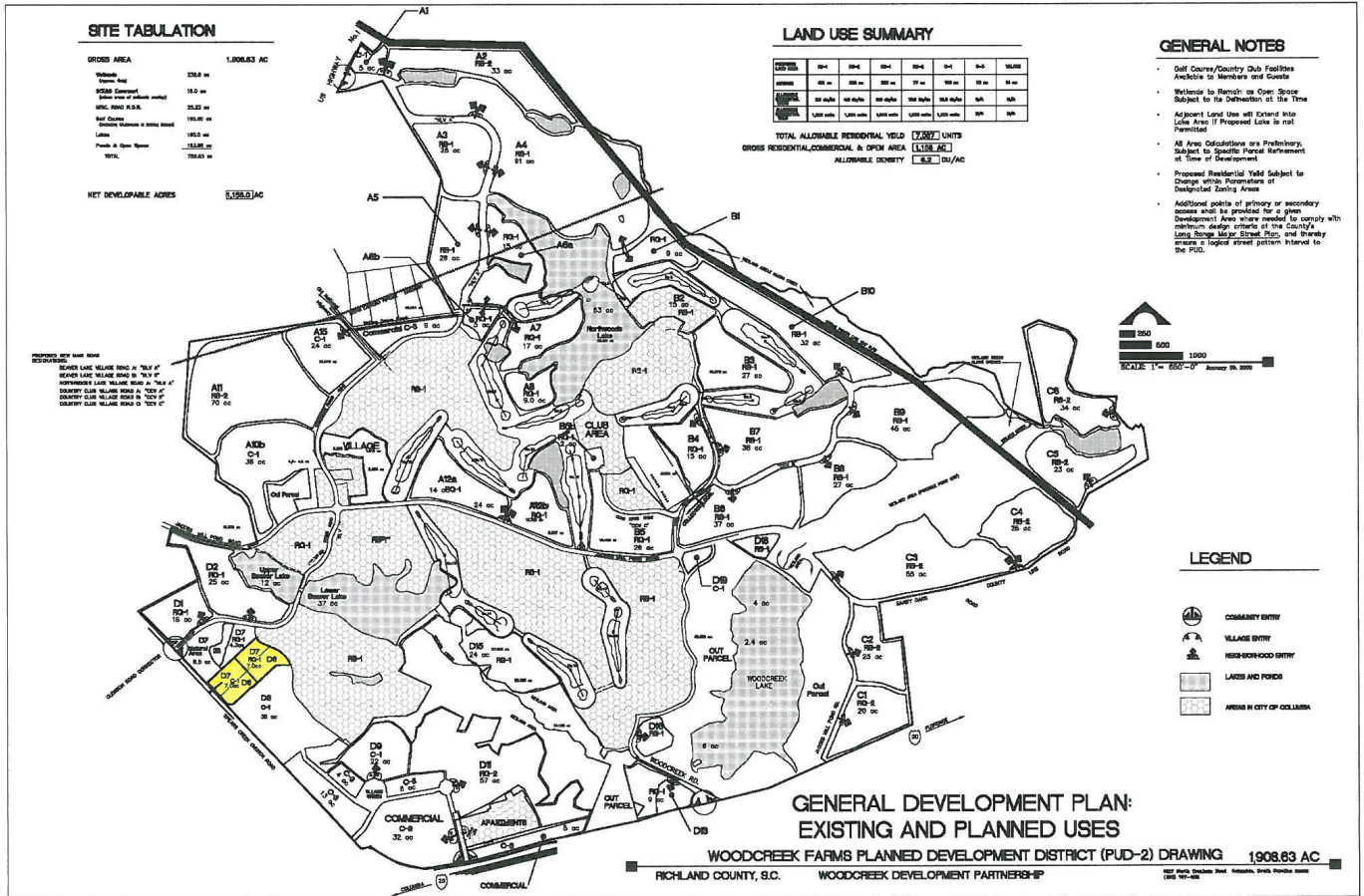
\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 23, 2010  
First Reading: November 23, 2010  
Second Reading: December 7, 2010 (tentative)  
Third Reading:

# Exhibit A



NOTE: All references to RS-1, RS-2, RG-1, RG-2, and C-1 in this Exhibit are for the uses of such districts, as they were designated prior to July 1, 2005

# Richland County Council Request of Action

**Subject**

10-28MA  
Woodcreek Development Partnership  
John Cooper  
PDD to PDD (49 Acres)  
Spears Creek Church Rd.  
28800-01-09 & 25800-03-28 **[SECOND READING] [PAGES 84-86]**

**Notes**

First Reading: November 23, 2010  
Second Reading:  
Third Reading:  
Public Hearing: November 23, 2010

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-10HR

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 PROPERTIES DESCRIBED AS TMS # 25800-03-28 AND TMS # 28800-01-09 FROM PDD (PLANNED DEVELOPMENT DISTRICT) TO AN AMENDED PDD (PLANNED DEVELOPMENT DISTRICT); 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 properties described as TMS # 25800-03-28 and TMS # 28800-01-09 from PDD (Planned Development District) zoning to an amended PDD (Planned Development District) zoning, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall comply with the “General Development Plan – Woodcreek Farms PUD Descriptive Statement” (dated March 15, 1996) (Ordinance No. 029-96HR), and the revised “General Development Plan: Existing and Planned Uses” prepared for Woodcreek Development Partnership by United Design Services, Inc., which is attached hereto as Exhibit A; and
- b) A traffic impact assessment shall be submitted at the time of major subdivision or major land development submission, if warranted by the Planning and Development Services Department; and
- c) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- d) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest.

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 \_\_\_\_\_, 2010.



RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

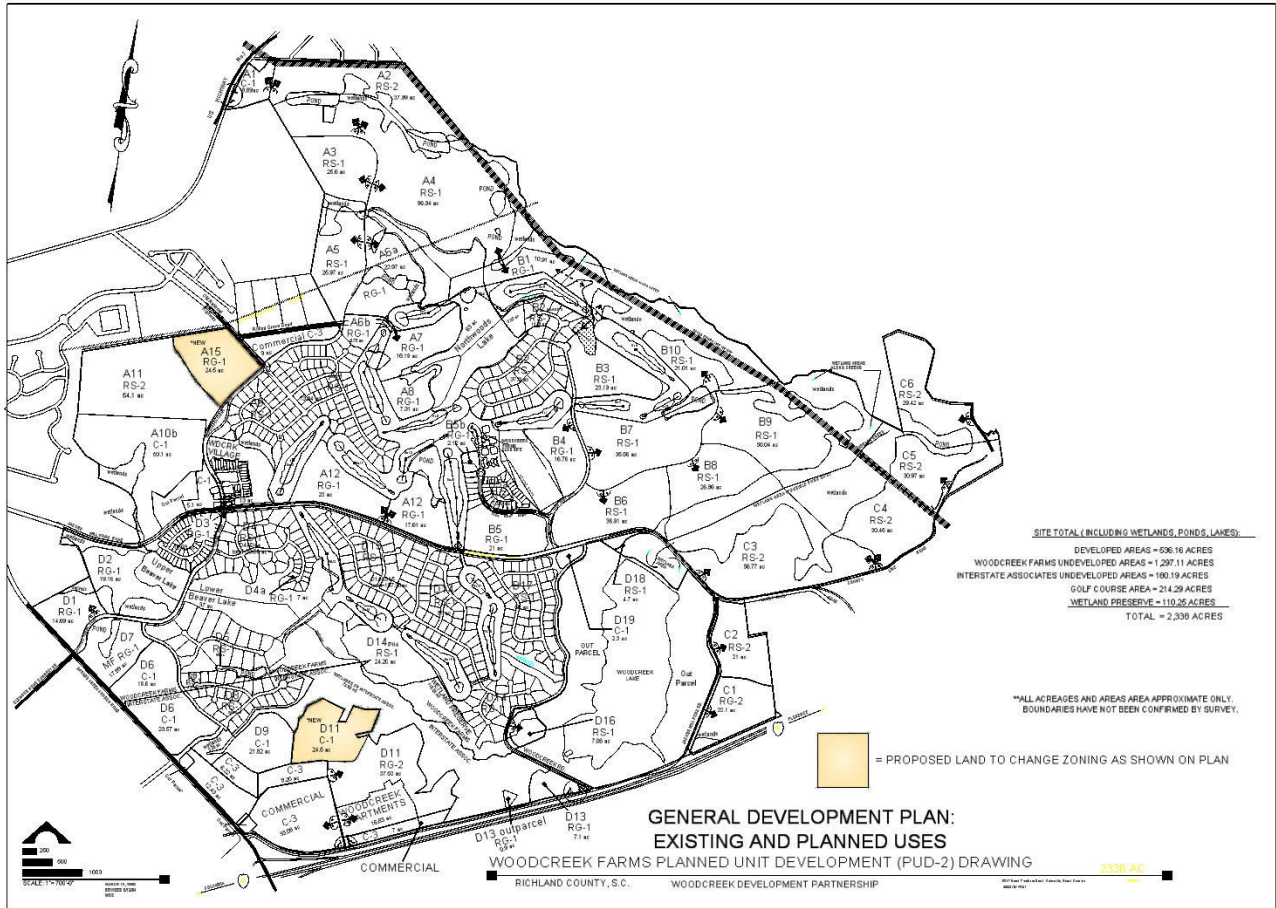
\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 23, 2010  
First Reading: November 23, 2010  
Second Reading: December 7, 2010 (tentative)  
Third Reading:

## Exhibit A



NOTE: All references to RS-1, RS-2, RG-1, RG-2, and C-1 in this Exhibit are for the uses of such districts, as they were designated prior to July 1, 2005.

# Richland County Council Request of Action

**Subject**

10-30MA  
Cynthia South  
Harold H. Snuggs  
RS-LD to RS-MD (2.68 Acres)  
Brevard St.  
07306-05-17 & 18 [**SECOND READING**] [**PAGE 88**]

**Notes**

First Reading: November 23, 2010  
Second Reading:  
Third Reading:  
Public Hearing: November 23, 2010

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

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 PROPERTIES DESCRIBED AS TMS # 07306-05-17 AND TMS # 07306-00-18 FROM RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICTS) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICTS); 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 properties described as TMS # 07306-05-17 and TMS # 07306-05-18 from RS-LD (Residential, Single-Family – Low Density District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

Public Hearing: November 23, 2010  
First Reading: November 23, 2010  
Second Reading: December 7, 2010 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

10-32MA  
Village at Sandhills  
Charles Kahn  
C-1 to C-3 (0.38 Acres)  
C-3 to C-1 (0.38 Acres)  
Fashion Drive  
22900-02-09A(p) [**SECOND READING**] [**PAGES 90-92**]

**Notes**

First Reading: November 23, 2010  
Second Reading:  
Third Reading:  
Public Hearing: November 23, 2010

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

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 HEREIN (A PORTION OF TMS #22900-02-09A) FROM C-1 (OFFICE AND INSTITUTIONAL DISTRICT) TO C-3 (GENERAL COMMERCIAL) AND TO CHANGE AN EQUAL PORTION OF THE SAME TAX MAP NUMBER FROM C-3 (GENERAL COMMERCIAL) TO C-1 (OFFICE AND INSTITUTIONAL DISTRICT); 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 (a portion of TMS # 22900-02-09A) from C-1 (Office and Institutional District) zoning to C-3 (General Commercial) zoning, and to change an equal portion of the same tax map number from C-3 (General Commercial) zoning to C-1 (Office and Institutional District) zoning, all as shown on Exhibit A, which is attached hereto.

Section II. 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. 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 \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

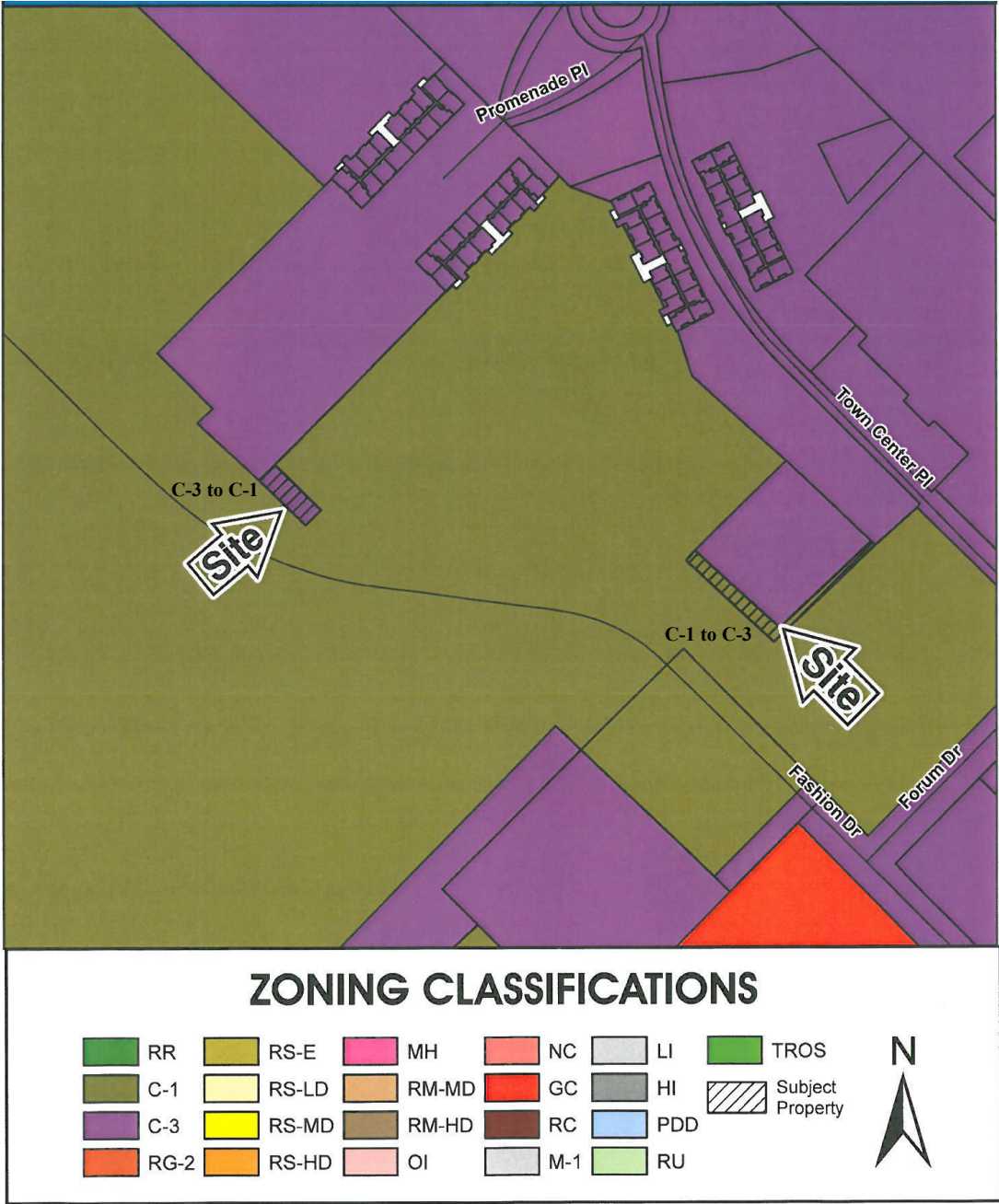
RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 23, 2010  
First Reading: November 23, 2010  
Second Reading: December 7, 2010 (tentative)  
Third Reading:

**Exhibit A  
Property Description**





# Richland County Council Request of Action

**Subject**

An Ordinance Amending the "2009 Richland County Comprehensive Plan", by incorporating the "Broad River Road Corridor and Community Master Plan" into the plan [**SECOND READING**] [**PAGES 94-95**]

**Notes**

First Reading: November 23, 2010  
Second Reading:  
Third Reading:  
Public Hearing: November 23, 2010

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

AN ORDINANCE AMENDING THE “2009 RICHLAND COUNTY COMPREHENSIVE PLAN”, ADOPTED ON DECEMBER 15, 2009, BY INCORPORATING THE “BROAD RIVER ROAD CORRIDOR AND COMMUNITY MASTER PLAN” INTO THE PLAN.

WHEREAS, on December 15, 2009, Richland County Council adopted the “2009 Richland County Comprehensive Plan” pursuant to S.C. Code Section 6-29-310, et al. (Ordinance No. 076-09HR); and

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

WHEREAS, the Richland County Planning Commission has unanimously approved a Resolution recommending that County Council adopt the “Broad River Road Corridor and Community Master Plan”, dated August 2010; and

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

SECTION I. The “2009 Richland County Comprehensive Plan” is hereby amended by the incorporation of the “Broad River Road Corridor and Community Master Plan”, dated August 2010, and which is on file in the Planning and Development Services Department, into the Plan.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2010.

---

Michelle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

Public Hearing: November 23, 2010  
First Reading: November 23, 2010  
Second Reading: December 7, 2010 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Amend Ordinance which authorized a Quit Claim Deed to A. Mitchell and M. Snipe: **[PAGES 97-106]**

a. An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Malika R. Snipe for a portion of Hunter's Road, an unpaved Road in the Richland County Road Maintenance System **[FIRST READING]**  
**[PAGES 99-102]**

. An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Aramide Mitchell for a portion of Hunter's Road, an unpaved road in the Richland County Road Maintenance System **[FIRST READING]**  
**[PAGES 103-106]**

## **Notes**

November 23, 2010 - The committee recommended that Council amend the ordinance which authorized a quit-claim deed to Aramide Mitchell and Malika Snipe. The vote in favor was unanimous.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

## Richland County Council Request for Action

Subject: Amend Ord 008(a)-10HR which authorized a Quit-Claim Deed to Aramide Mitchell and Malika R. Snipe

### A. Purpose

This request is to amend ordinance 008(a)-10HR, passed February 2, 2010, which authorized a quit-claim deed to Aramide Mitchell and Malika R. Snipe.

### B. Background / Discussion

On February 2, 2010, Council passed an ordinance quit-claiming a portion of Hunter's Road to Aramide Mitchell and Malika R. Snipe. The ordinance and deed were drafted to give each person a 50% share in the property. According to Randy Byrd of the Public Works Department, the intent of the previous ROA was actually to give each person half of the property, not a 50% share of the whole property.

Council is now requested to amend the previous ordinance and authorize the execution of new deeds to Aramide Mitchell and Malika R. Snipe, giving each half of the Hunter's Road property. The previous deeds were never recorded nor given to the grantees, so there will not be any confusion or re-recording issues.

### C. Financial Impact

No known financial impact.

### D. Alternatives

1. Amend the previous ordinance and pass two separate ordinances quit-claiming the proper property to each grantee.
2. Do not amend the previous ordinance.

### E. Recommendation

Amend ordinance 008(a)-10HR.

Recommended by: Elizabeth A. McLean

Department: Legal

Date: 9/9/10

### F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

#### Finance

Reviewed by Daniel Driggers:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9/11/10

Recommend Council denial

Item# 20

Attachment number 1  
Page 1 of 10

**Legal**

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9/13/10

Recommend Council denial

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

AN ORDINANCE AMENDING ORDINANCE 008(a)-10HR AND AUTHORIZING A QUIT-CLAIM DEED TO MALIKA R. SNIPE FOR A PORTION OF HUNTER'S ROAD, AN UNPAVED ROAD IN THE RICHLAND COUNTY ROAD MAINTENANCE SYSTEM.

WHEREAS, on February 2, 2010, Council passed Ordinance 008(a)-10HR granting a quit-claim deed to Malika R. Snipe and Aramide Mitchell for a portion of Hunter's Road; and

WHEREAS, such ordinance and deed gave each grantee a 50% interest in the described property; and

WHEREAS, it was the intent of County Council to grant to each grantee 100% interest in separate properties; and

WHEREAS, the Council now desires to amend the ordinance and deed to make the above change;

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

SECTION I. For and in consideration of the sum of \$1.00, the County of Richland and its employees and agents are hereby authorized to grant a quit-claim deed for a certain portion of Hunter's Road in Richland County, South Carolina, to MALIKA R. SNIPE, as specifically described in the attached quit claim deed, which is incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

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STATE OF SOUTH CAROLINA                    )  
  )                   QUIT CLAIM DEED  
COUNTY OF RICHLAND                        )

THIS QUIT-CLAIM DEED,           executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Richland County, (hereinafter “Grantor”), to Malika R. Snipe, (hereinafter “Grantee”). (Wherever used herein, the terms “Grantor” and “Grantee” shall include singular and plural, heirs, successors, assigns, legal representatives and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quit-claim unto the Grantee, their heirs, successors, and assigns, forever, all their right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being that portion of roadway shown as Hunters Road on a plat known as Quail Creek Subdivision, Phase 2B-Section 1, and recorded in the ROD of Richland County in Plat Book 50 at Page 8460 Revised, and having the following metes and bounds: The Point of Beginning being at the South corner of property and going N63° 39’38”W for a distance of 130.87 feet , then N28° 22’24”E for a distance of 33 feet, then S63° 39’38”E for 130.47 feet then S 27° 43’ 50”W for 33 feet to the Point of Beginning.

Derivation: This being a portion of that track deeded to Richland County by Quail Creek II General Partners on September 28, 1987 and recorded in the ROD of Richland County in Deed Book D0859 at Page 0972.



TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the remises before mentioned unto the said Grantee, their heirs, successors and assigns forever so that neither the said Grantors nor their heirs successors, or assigns nor any other person or persons, claiming under their heirs, successors, or assigns, predecessors, or them, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS my hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THIS

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WITNESSES:GRANTOR

\_\_\_\_\_  
(Witness #1)

By \_\_\_\_\_  
Its: Chairman, Richland County Council

\_\_\_\_\_  
(Witness #2/Notary )

**STATE OF SOUTH CAROLINA)**

**COUNTY OF RICHLAND )**

**PROBATE  
(Grantor)**

Personally appeared before me \_\_\_\_\_ and  
(Name of Witness #1)  
made oath that (s)he saw the within named \_\_\_\_\_

Execute, seal and as its act and deed, deliver the within Assignment and that (s)he with

\_\_\_\_\_ witnessed the execution thereof  
(Name of Witness #2/Notary

\_\_\_\_\_  
Signature of Witness #1

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for South Carolina

MCE \_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-10HR

AN ORDINANCE AMENDING ORDINANCE 008(a)-10HR AND AUTHORIZING A QUIT-CLAIM DEED TO ARAMIDE MITCHELL FOR A PORTION OF HUNTER'S ROAD, AN UNPAVED ROAD IN THE RICHLAND COUNTY ROAD MAINTENANCE SYSTEM.

WHEREAS, on February 2, 2010, Council passed Ordinance 008(a)-10HR granting a quit-claim deed to Malika R. Snipe and Aramide Mitchell for a portion of Hunter's Road; and

WHEREAS, such ordinance and deed gave each grantee a 50% interest in the described property; and

WHEREAS, it was the intent of County Council to grant to each grantee 100% interest in separate properties; and

WHEREAS, the Council now desires to amend the ordinance and deed to make the above change;

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

SECTION I. For and in consideration of the sum of \$1.00, the County of Richland and its employees and agents are hereby authorized to grant a quit-claim deed for a certain portion of Hunter's Road in Richland County, South Carolina, to ARAMIDE MITCHELL, as specifically described in the attached quit claim deed, which is incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

THIS SPACE LEFT BLANK FOR RECORDING PURPOSE

STATE OF SOUTH CAROLINA                         )  
   )                         QUIT CLAIM DEED  
COUNTY OF RICHLAND                             )

THIS QUIT-CLAIM DEED,               executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Richland County, (hereinafter “Grantor”), to Aramide Mitchell, (hereinafter “Grantee”). (Wherever used herein, the terms “Grantor” and “Grantee” shall include singular and plural, heirs, successors, assigns, legal representatives and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quit-claim unto the Grantee, their heirs, successors, and assigns, forever, all their right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being that portion of roadway shown as Hunters Road on a plat known as Quail Creek Subdivision, Phase 2B- Section 1, and recorded in the ROD of Richland County in Plat Book 50 at Page 8460 Revised, and having the following metes and bounds: The Point of Beginning being at the South corner of property and going N63° 39’38”W for a distance of 131.22 feet , then N28° 22’24”E for a distance of 33 feet, then S63° 39’38”E for 130.87 feet then S 27° 41’ 46”W for 33 feet to the Point of Beginning.

Derivation: This being a portion of that track deeded to Richland County by Quail Creek II General Partners on September 28, 1987 and recorded in the ROD of Richland County in Deed Book D0859 at Page 0972.

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the remises before mentioned unto the said Grantee, their heirs, successors and assigns forever so that neither the said Grantors nor their heirs successors, or assigns nor any other person or persons, claiming under their heirs, successors, or assigns, predecessors, or them, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS my hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THIS

SPACE

LEFT

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WITNESSES:GRANTOR

\_\_\_\_\_  
(Witness #1)

By \_\_\_\_\_  
Its: Chairman, Richland County Council

\_\_\_\_\_  
(Witness #2/Notary )

**STATE OF SOUTH CAROLINA)**

**COUNTY OF RICHLAND )**

**PROBATE  
(Grantor)**

Personally appeared before me \_\_\_\_\_ and  
(Name of Witness #1)  
made oath that (s)he saw the within named \_\_\_\_\_

Execute, seal and as its act and deed, deliver the within Assignment and that (s)he with

\_\_\_\_\_ witnessed the execution thereof  
(Name of Witness #2/Notary

\_\_\_\_\_  
Signature of Witness #1

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for South Carolina

MCE \_\_\_\_\_

# Richland County Council Request of Action

**Subject**

Reduction in Hospitality Tax from 2% to 1.5% [**PAGES 108-112**]

**Notes**

November 23, 2010 - The committee recommended that Council establish a time to discuss the Hospitality Tax during Council's annual retreat. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Reduction in Hospitality Tax from 2% to 1.5%

### **A. Purpose**

County Council is requested to consider the reduction of Hospitality Tax to 1.5%.

### **B. Background / Discussion**

Richland County Council adopted the Hospitality Tax on May 6, 2003. Council set the rate at 2% in unincorporated areas of the county, and 1% in the municipalities that elected to not collect the Hospitality Tax (Irmo and Eastover). The rates are provided for per State Statute:

**SECTION 6-1-720.** Imposition of local hospitality tax.

(A) A local governing body may impose, by ordinance, a local hospitality tax not to exceed two percent of the charges for food and beverages. However, an ordinance imposing the local hospitality tax must be adopted by a positive majority vote. The governing body of a county may not impose a local hospitality tax in excess of one percent within the boundaries of a municipality without the consent, by resolution, of the appropriate municipal governing body.

On March 17, 2009 and April 21, 2009, respectively, Council gave third reading approval to ordinances temporarily suspending the collection of 1% of the Hospitality Tax, and reinstating the mass transit portion of the road maintenance fee, effective July 1, 2009.

The mass transit fee (\$10 for private vehicles and \$15 for commercial vehicles) is scheduled to expire June 30, 2011, unless Council directs otherwise.

The Hospitality Tax 1% suspension is scheduled to expire June 30, 2011, unless Council directs otherwise. This means that the Hospitality Tax would revert to 2% on July 1, 2011.

At the September 21, 2010 Council Meeting, the following motion was made:

**I move that Council reduce the hospitality tax by ½ penny. [Hutchinson]:**  
Forwarded to the October A&F Committee.

An ordinance amendment reflecting this motion by Council member Hutchinson is attached below for your convenience. It is at this time that this item is before the A&F Committee for consideration and recommendation.



**C. Financial Impact**

The Hospitality Tax FY 10 approved budget was \$2,165,000, and the FY 11 Hospitality Tax approved budget is \$2,400,000.

The Hospitality Tax 1% suspension is scheduled to expire June 30, 2011, which would revert the Hospitality Tax to 2% on July 1, 2011, unless Council directs otherwise.

If the motion by Council member Hutchinson was approved via ordinance, collections would be less than if the motion was not approved.

**D. Alternatives**

1. Approve the request by Council member Hutchinson, and recommend first reading approval of the attached ordinance.
2. Do not approve the request by Council member Hutchinson.

**E. Recommendation**

I move that Council reduce the hospitality tax by ½ penny.

Recommended by: Council member Hutchinson, September 21, 2010

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

Date: 10/13/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation this is a policy decision for Council. Approval to amend the rate and maintain the same funding level would require the continued use of fund balance. FY11 budget is \$4.4m with a \$2m use of fund balance. At 1.5% the current budget level would require the use of approximately \$800k of fund balance annually. The current estimated undesignated fund balance is \$3.2m.

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation, this is a policy decision of Council.

**Administration**

Reviewed by: Tony McDonald

Date: 10/21/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: A Hospitality Tax rate of 1.5% would not fund the County's obligations under the current budget. An appropriation of fund balance, therefore, would be required if the budget is to remain at the current level.

Use of fund balance is fine for one time expenditures; however, it is not recommended for annual recurring operations because the funds will eventually be depleted. According to the Finance Director, with the Hospitality Tax rate set at 1.5%, an \$800,000 annual expenditure of fund balance would be required to maintain the current budget level. At this rate of expenditure, the current fund balance of \$3.2 million would be spent in its entirety in four years. Therefore, it is recommended that the Hospitality Tax rate not be reduced to 1.5% unless the Council is willing to reduce current budget obligations to match the revenue that the 1.5% would generate.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SECTION 23-66; SO AS TO REDUCE THE HOSPITALITY TAX FROM TWO PERCENT (2%) TO ONE AND ONE-HALF PERCENT (1½ %).

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

SECTION I. The Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-66; is hereby amended to read as follows:

**Sec. 23-66. Local hospitality tax.**

A local hospitality tax is hereby imposed on the sales of prepared meals and beverages sold in establishments within the incorporated municipalities and the unincorporated areas of the county. The local hospitality tax shall be in an amount equal to ~~two percent (2%)~~ one and one-half percent (1½ %) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county and within the boundaries of the incorporated municipalities which have consented, by resolution adopted by their governing body, to the imposition of the local hospitality tax in the amount of ~~two percent (2%)~~ one and one-half percent (1½ %). The local hospitality tax shall be in an amount equal to one percent (1%) of the gross proceeds of sales of prepared food and beverages sold in establishments located within the boundaries of the incorporated municipalities within the county which do not give their consent to the imposition of the local hospitality tax. Provided, however, the county shall not impose a local hospitality tax on those municipalities that have adopted a two percent (2%) local hospitality tax prior to July 1, 2003. Effective July 1, 2009 through June 30, 2011, the county shall temporarily reduce the local hospitality tax to one percent (1%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county. This temporary suspension shall not affect the hospitality tax rates within the boundaries of any incorporated municipality.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Sisters of Charity Providence Hospitals JEDA Hospital Revenue Bonds **[PAGES 114-121]**

**Notes**

November 23, 2010 - The committee recommended that Council approve the request to hold the public hearing and adopt the resolution in support of the issuance of hospital revenue bonds by JEDA for Sisters of Charity Providence Hospitals in an amount not to exceed \$165,000,000. The vote in favor was unanimous.

Public Hearing:

## Richland County Council Request of Action

**Subject:** Sisters of Charity Providence Hospitals JEDA Hospital Revenue Bonds

### **A. Purpose**

The purpose of this report is to request Council to hold a public hearing jointly with the South Carolina Jobs-Economic Development Authority (“JEDA”) in connection with the issuance by JEDA of not exceeding \$165,000,000 hospital revenue bonds for the benefit of Sisters of Charity Providence Hospitals. (the “Company”) and to approve and adopt a resolution in support of the issuance thereof as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”).

Council recently enacted Ordinance No. 089-07HR which established the County’s policies regarding conduit bond issues. It should be noted that the Ordinance does not apply to this request because in this transaction JEDA is serving as the conduit bond issuer, rather than the County. The County’s only role will be to hold a public hearing and consider the adoption of a resolution in support of the issuance of the debt by JEDA.

### **B. Background / Discussion**

The Enabling Act authorizes JEDA to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 and for other purposes described in Section 41-43-160 thereof and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina.

The Enabling Act further provides that JEDA may issue bonds upon receipt of a certified resolution by the county in which the project will be located supporting the project and evidence of a public hearing held not less than fifteen days after publication of notice in a newspaper of general circulation in the county in which the project is or will be located. The Company will take steps to comply with such advertising requirement, and Richland County need not take further action with regard to the published notice of public hearing.

Sisters of Charity Providence Hospitals is a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Corporation”) which operates Providence Hospital and Providence Hospital Northeast both of which are located in Richland County.

The Corporation has requested that JEDA issue its hospital revenue bonds in the aggregate principal amount of not exceeding \$165,000,000 and to lend the proceeds of the sale of such bonds to the Corporation to (i) defray a portion of the cost of the following (collectively, the “Project”): (a) the acquisition, construction, renovation, improvement and equipping of an approximately 145,000 square foot patient bed tower at the existing hospital facilities of the Borrower located at 2435 Forest Drive, Columbia, Richland County, South Carolina (the “Main Hospital”), and (b) the acquisition, construction, renovation, improvement and

equipping of an approximately 52,000 square foot expansion of patient rooms, magnetic resonance imaging facilities and support service spaces of, and other routine capital improvements at, the existing hospital facilities of the Borrower located at 120 Gateway Corporate Boulevard, Columbia, Richland County, South Carolina (the "Providence Hospital Northeast"); (ii) if determined by the Borrower to be in its best interest, refund some or all of the \$88,015,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2001 and some or all of the \$35,520,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2002, each of which funded capital expenditures at each of the Main Hospital and the Providence Hospital Northeast; (iii) pay capitalized interest, if any, on the Bonds; (iv) fund the debt service reserve requirement, if any, with respect to the Bonds; and (v) pay certain costs of issuance and the costs of credit and liquidity enhancement, if any, with respect to the Bonds (collectively, the "Financing Purposes").

The Corporation anticipates that the assistance of JEDA through the issuance of the Bonds and the loan of the proceeds thereof to the Corporation for such purposes will result in the creation of employment for those engaged in the construction of the Project, the maintenance of existing employment of approximately 1,910 people in the County and adjacent areas, as well as the creation of approximately 68 new jobs within 12 months and approximately 102 new jobs within 24 months within the County and adjacent areas after the Project is placed in full operation, with a resulting alleviation in unemployment and maintenance of and increase in payrolls and other public benefits incident to such businesses not otherwise provided locally.

A draft resolution in support of the Project and the other Financing Purposes is submitted with this request for action.

**C. Financial Impact**

There is no financial impact to Richland County associated with this request. The Bonds will not give rise to a pecuniary liability of Richland County or a charge against its general credit or taxing power.

**D. Alternatives**

1. Approve and adopt the resolution in support of the issuance of bonds by JEDA for Sisters of Charity Providence Hospitals.
2. Do not approve the resolution in support of the issuance of bonds by JEDA.

**E. Recommendation**

It is recommended that Richland Council approve the request to hold the public hearing and adopt the resolution in support of the issuance of hospital revenue bonds by JEDA for Sisters of Charity Providence Hospitals in an amount not to exceed \$165,000,000.

Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_  
Department

## F. Approvals

### Finance

Reviewed by: Daniel Driggers  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 11/12/10  
 Recommend Council denial

### Procurement

Reviewed by: Rodolfo Callwood  
 Recommend Council approval  
Comments regarding recommendation:

Date: 11/15/10  
 Recommend Council denial

### Legal

Reviewed by: Larry Smith  
✓ Recommend Council approval  
Comments regarding recommendation:

Date:  
 Recommend Council denial

### Administration

Reviewed by: Tony McDonald  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 11/16/10  
 Recommend Council denial



Sandra S. Chastain  
Paralegal

November 9, 2010

VIA EMAIL

Mr. Milton Pope  
Richland County Administrator  
2020 Hampton Street  
Columbia, SC 29201

Re: Not Exceeding \$165,000,000 South Carolina Jobs-Economic Development  
Authority Hospital Revenue Bonds (Sisters of Charity Providence Hospitals)  
Our File No. 005800-1307

Dear Mr. Pope:

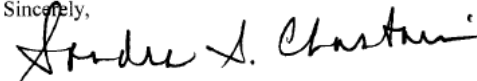
Enclosed please find a Request for Action and a Resolution in Support (the "Resolution") for the above-referenced matter together with a copy of the Notice of Public Hearing which we will cause to be published in *The State* newspaper on Monday, November 22, 2010. However, pending advice from Tax Counsel, we may need to refine the description of the prior project in the Notice to make the description of the prior project more precise. If any changes are made, we will send you a revised copy.

Charleston  
Charlotte  
**Columbia**  
Greensboro  
Greenville  
Hilton Head  
Myrtle Beach  
Raleigh

We would appreciate your placing this Resolution on the agenda for the Administration and Finance Committee (the "Committee") meeting to be held on Tuesday, November 23, 2010. Once the Committee approves the Resolution, we would appreciate your delivering it to the full Council for consideration and public hearing at its meeting to be held on Tuesday, December 7, 2010. We will hand-deliver duplicate originals of the Resolution to you before the December 7 meeting.

If you need anything further, please do not hesitate to contact us.

Sincerely,



Sandra S. Chastain  
Paralegal

SSC  
Enclosures

cc: Michielle Cannon-Finch, Clerk to Richland County Council  
Larry C. Smith, Esq., Richland County Attorney  
Mr. David Stewart, Sisters of Charity Providence Hospitals  
Todd Gibson, Esq., Squire, Sanders & Dempsey, L.L.P.  
Mr. Harry A. Huntley, South Carolina Jobs-Economic Development Authority

1230 Main Street  
Suite 700 (29201)  
PO Drawer 2426  
Columbia, SC 29202  
www.nexsenpruet.com

T 803.540.2059  
F 803.727.1412  
E SChastain@nexsenpruet.com  
Nexsen Pruet, LLC  
**Attorneys and Counselors at Law**

RESOLUTION  
(RICHLAND COUNTY, SOUTH CAROLINA)

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HOSPITAL REVENUE BONDS (SISTERS OF CHARITY PROVIDENCE HOSPITALS), SERIES 2011, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$165,000,000.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the "Authority") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "Act"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, as defined in the Act to include notes and refunding bonds and notes, payable by the Authority solely from a revenue-producing source or project and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Authority and Sisters of Charity Providence Hospitals, a South Carolina nonprofit corporation (the "Borrower"), which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") entered into an Inducement Agreement, as amended (the "Inducement Agreement"), pursuant to which and in order to implement the public purposes enumerated in the Act, the Authority proposes, subject to approval by the State Budget and Control Board of South Carolina and such approval of Richland County, South Carolina, as may be required by law, to issue, in one or more series, not exceeding \$165,000,000 aggregate principal amount of its Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2011 (the "Bonds") pursuant to Section 41-43-110 of the Act in order to provide funds to (i) defray a portion of the cost of the following (collectively, the "Project"): (a) the acquisition, construction, renovation, improvement and equipping of an approximately 145,000 square foot patient bed tower at the existing hospital facilities of the Borrower located at 2435 Forest Drive, Columbia, South Carolina (the "Main Hospital"), and (b) the acquisition, construction, renovation, improvement and equipping of an approximately 52,000 square foot expansion of patient rooms, magnetic resonance imaging facilities and support service spaces of, and other routine capital improvements at, the existing hospital facilities of the Borrower located at 120 Gateway Corporate Boulevard, Columbia, South Carolina (the "Providence Hospital Northeast"); (ii) if determined by the Borrower to be in its best interest, refund some or all of the \$88,015,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2001 and some or all of the \$35,520,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2002, each of which funded capital expenditures at each of the Main Hospital and the Providence Hospital Northeast; (iii) pay capitalized interest, if any, on

NPCOL1:2131468.2-BDOC-(SSC) 005800-01307

the Bonds; (iv) fund the debt service reserve requirement, if any, with respect to the Bonds; and (v) pay certain costs of issuance and the costs of credit and liquidity enhancement, if any, with respect to the Bonds (collectively, the "Financing Purposes"); and

WHEREAS, the Borrower projects that the assistance of the Authority by the issuance of the Bonds and loaning the proceeds thereof to the Borrower will result in the creation of employment for those engaged in the construction of the Project, the maintenance of existing employment of approximately 1,910 people in the County and adjacent areas, as well as the creation of approximately 68 new jobs within 12 months and approximately 102 new jobs within 24 months within the County and adjacent areas after the Project is placed in full operation, with a resulting alleviation in unemployment and maintenance of and increase in payrolls and other public benefits incident to such businesses not otherwise provided locally, and the number of jobs resulting from the assistance herein bears a reasonable relationship to the principal amount of the Bonds; and

WHEREAS, the County Council of the County and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that the Project and the other Financing Purposes (a) will subserve the purposes of the Act; (b) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) will give rise to no pecuniary liability of the County or charge against its general credit or taxing powers; (d) the amount of the Bonds required to finance the Project and the other Financing Purposes, as provided by the Borrower, is not exceeding \$165,000,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to defray the costs of the Project and the other Financing Purposes.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force and effect from and after its adoption.

[End of Resolution, signature page to follow.]

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF THIS 7<sup>TH</sup> DAY OF DECEMBER,  
2010.

RICHLAND COUNTY, SOUTH  
CAROLINA

By: \_\_\_\_\_  
Paul Livingston, Chairman,  
County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Michelle Cannon-Finch, Clerk to Council

NOTICE OF PUBLIC HEARING  
RICHLAND COUNTY

NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the "Issuer") and the County Council of Richland County, South Carolina (the "County") on Tuesday, December 7, 2010, at 6:00 p.m. in the County Council Chambers located in the County Administration Building, 2020 Hampton Street, Columbia, South Carolina, in connection with the issuance by the Issuer from time to time of one or more series of its Hospital Revenue Bonds (the "Bonds") in an aggregate principal amount not to exceed \$165,000,000, the proceeds of which will be made available to Sisters of Charity Providence Hospitals, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"). The proceeds of the Bonds will be used by the Borrower to (i) pay costs of the following (collectively, the "Project"): (a) the acquisition, construction, renovation, improvement and equipping of an approximately 145,000 square foot patient bed tower at the existing hospital facilities of the Borrower located at 2435 Forest Drive, Columbia, South Carolina (the "Main Hospital"), and (b) the acquisition, construction, improvement and equipping of a 52,000 square foot expansion of patient rooms, magnetic resonance imaging facilities and support service spaces of, and other routine capital improvements at, the existing hospital facilities of the Borrower located at 120 Gateway Corporate Boulevard, Columbia, South Carolina (the "Providence Hospital Northeast"); (ii) if determined by the Borrower to be in its best interest, refund some or all of the \$88,015,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2001 and some or all of the \$35,520,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2002, (together, the "Prior Bonds"); (iii) pay capitalized interest, if any, on the Bonds; (iv) fund the debt service reserve requirement, if any, with respect to the Bonds; and (v) pay certain costs of issuance and the costs of credit and liquidity enhancement, if any, with respect to the Bonds. The proceeds of the Prior Bonds were used to pay costs of (i) the construction of a general acute care addition to the Main Hospital, for which a certificate of need was received from the South Carolina Department of Health and Environmental Control, and the furnishing and equipping such facility; (ii) the acquisition of a one-half undivided interest in the assets of the Main Hospital and Providence Hospital Northeast from a joint venture partnership established in 1995; (iii) equipment, furnishings and other routine capital improvements to the Main Hospital and to Providence Hospital Northeast; (iv) capitalized interest on the Prior Bonds; and (v) expenses incurred in connection with the issuance of the Prior Bonds. The facilities financed and refinanced by the Bonds will be and are located in the County. The Borrower will be the initial owner and operator of the Project and is the owner and operator of the facilities financed by the Prior Bonds. The Borrower will unconditionally covenant to make payments sufficient to pay the principal of and interest on the Bonds. The Bonds will be payable by the Issuer solely and exclusively out of payments from the Borrower and are to be secured, *inter alia*, by a security interest in the revenues derived by the Issuer from the Borrower. The Bonds do not constitute an indebtedness of the State of South Carolina, the Issuer, the County, or any other political subdivision of the State of South Carolina within the meaning of any state constitutional provision or statutory limitation or constitute or give rise to any pecuniary liability of such entities or a charge against the general credit or taxing powers of any such entity. Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds.

South Carolina Jobs-Economic  
Development Authority  
Harry A. Huntley, Executive Director

Richland County, South Carolina  
Michielle Canon-Finch, Clerk to County  
Council

# Richland County Council Request of Action

**Subject**

Palmetto Health JEDA Bond Issuance [**PAGES 123-129**]

**Notes**

November 23, 2010 - The committee recommended that Council approve the request that County Council support the issuance of bonds not to exceed \$325,000,000 by JEDA for the benefit of Palmetto Health as required by the enabling act. The vote in favor was unanimous.

# Richland County Council Request of Action

Dated November 9, 2010

Subject: Palmetto Health JEDA Bond Issuance

## **A. Purpose**

County Council is requested to hold a joint public hearing with the South Carolina Jobs-Economic Development Authority (“JEDA”) in connection with JEDA’s issuance of not exceeding \$325,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series (the “Bonds”), to benefit Palmetto Health. County Council is also requested to adopt a resolution supporting the bond issuance as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”).

## **B. Background / Discussion**

The Enabling Act authorizes JEDA to utilize any of its program funds to establish loan programs to reduce the cost of capital to business enterprises meeting the eligibility requirements of Section 41-43-150 and for other purposes described in Section 41-43-160 thereof, and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina. The Enabling Act further provides that JEDA may issue bonds upon receipt of a certified resolution by the county in which the project will be located supporting the project and evidence of a public hearing held not less than fifteen days after publication of notice in a newspaper of general circulation in the county in which the project is or will be located.

Palmetto Health is a nonprofit corporation (the “Corporation”) which leases and operates Palmetto Health Richland and Palmetto Health Baptist Columbia, both located in Richland County as unincorporated divisions of the Corporation. Richland County is referred to as the “County.” The Corporation also employs practicing physicians and owns or operates numerous other facilities offering preventive, ambulatory, specialty, home care, secondary, tertiary, and hospice services. The Corporation serves approximately 825,000 residents in and around the County.

The Corporation previously operated Palmetto Health Baptist Easley, in Pickens County.

The Corporation has requested that JEDA issue its economic development revenue bonds in the aggregate principal amount of not exceeding \$325,000,000 and to lend the proceeds of the sale of such bonds to the Corporation (i) to refund all or a portion of the \$43,805,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008A (the “Series 2008A Bonds”) and the \$49,360,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008B (the “Series 2008B Bonds” and, together with the Series 2008A Bonds, the “Prior Bonds”) previously issued to refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in Pickens

County and Richland County, (ii) to finance the acquisition, by construction or purchase, of an approximately 186,163-square foot building and other improvements on one or more parcels of land, and certain machinery, apparatus, equipment, office facilities and furnishings to be installed therein located in Richland County, to be used as an approximately 76-bed hospital, and to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in Richland County (together with the refunding of the Prior Bonds, the “Project”), (iii) to fund one or more debt service reserve funds, if deemed necessary or advisable by JEDA or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable by JEDA or the Corporation, (v) to provide working capital, if deemed necessary or advisable by JEDA or the Corporation, (vi) to pay other fees and expenses, including, but not limited to, swap termination payments, and (vii) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof and the refunding of the Prior Bonds, including but not limited to the premiums for one or more bond insurance policies.

The Corporation anticipates that the assistance of JEDA through the issuance of the Bonds and the loan of the proceeds thereof to the Corporation for such purposes will result in the direct or indirect maintenance of permanent employment in Richland County and adjacent areas for approximately 7,562 people, will result in the creation of 251 additional full-time positions within 12 months and a total of 270 additional full-time positions within 24 months when the Project is placed in full operation, and will stimulate the economy of Richland County and surrounding areas by increased payrolls, capital investment and tax revenues.

A draft resolution in support of the Project is submitted with this request for action.

### **C. Financial Impact**

No funds from Richland County are requested. There will be no pledge of the credit of Richland County, JEDA or any other governmental entity with respect to the Bonds.

### **D. Alternatives**

1. Approve Richland County’s support of the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act.
2. Do not approve Richland County’s support of the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act.

### **E. Recommendation**

It is recommended that County Council support the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act.

Recommended by: Lynn L. Coe, Jones Day, Bond Counsel  
Date: 11/9/10

### **F. Reviews**



(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/10/10

Recommend Council denial

**Procurement**

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 11/10/10

Recommend Council denial

**Legal**

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Administration**

Reviewed by: Tony McDonald

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/12/10

Recommend Council denial

## RESOLUTION

**A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE  
SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT  
AUTHORITY OF ITS NOT TO EXCEED \$325,000,000  
HOSPITAL REFUNDING AND IMPROVEMENT REVENUE  
BONDS, TO BE ISSUED IN ONE OR MORE SERIES,  
PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43,  
OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS  
AMENDED.**

**WHEREAS**, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

**WHEREAS**, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

**WHEREAS**, the Authority and Palmetto Health, a South Carolina nonprofit corporation (the “Corporation”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Richland County, South Carolina (“Richland County”) and Pickens County, South Carolina (“Pickens County” and, collectively with Richland County, the “Counties”) as may be required by law, to issue not to exceed \$325,000,000 aggregate principal amount of its Hospital Refunding and Improvement Revenue Bonds (Palmetto Health), in one or more series (the “Bonds”), under and pursuant to Section 41-43-110 of the Act (i) to refund all or a portion of the \$43,805,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008A (the “Series 2008A Bonds”) and the \$49,360,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008B (the “Series 2008B Bonds” and, together with the Series 2008A Bonds, the “Prior Bonds”) previously issued to refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in the Counties, (ii) to finance the acquisition, by construction or purchase, of an approximately 186,163-square foot building and other improvements on one or more parcels of land, and certain machinery, apparatus, equipment, office facilities and furnishings to be installed therein located in Richland County, to be used as an approximately 76-bed hospital, and to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in Richland County (the “Project”), (iii) to fund one or more debt service reserve funds, if deemed

necessary or advisable by the Authority or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable by the Authority or the Corporation, (v) to provide working capital, if deemed necessary or advisable by the Authority or the Corporation, (vi) to pay other fees and expenses, including, but not limited to, swap termination payments, and (vii) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof and the refunding of the Prior Bonds, including but not limited to the premiums for one or more bond insurance policies; and

**WHEREAS**, the Corporation is projecting that the assistance of the Authority by the issuance of the Bonds will result in the direct or indirect maintenance of permanent employment in Richland County and adjacent areas for approximately 7,562 people, create 251 new jobs in Richland County and adjacent areas within 12 months after completion of the Project when operating at full capacity and create a total of 270 new jobs in Richland County and adjacent areas within 24 months after completion of the Project when operating at full capacity, and will stimulate the economy of the Counties and surrounding areas by increased payrolls, capital investment and tax revenues; and

**WHEREAS**, the County Council of Richland County (the “County Council”) and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in Richland County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views; **NOW THEREFORE, BE IT RESOLVED** by the County Council of Richland County, South Carolina, as follows:

**SECTION 1.** As required by the Act, it is hereby found, determined and declared that (a) the Refunding and the Project will subserve the purposes of the Act; (b) the Refunding and the Project is anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Refunding and the Project will give rise to no pecuniary liability of Richland County or a charge against its general credit or taxing power; (d) the amount of bonds required to finance the Refunding and the Project is not to exceed \$325,000,000 (based on such information as provided by the Corporation); and (e) the documents to be delivered by the Corporation and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Corporation shall maintain the facilities financed or refinanced with the proceeds of the Bonds and carry all proper insurance with respect thereto.

**SECTION 2.** The County Council supports the Authority in its determination to issue the Bonds to finance the Refunding and the Project.

**SECTION 3.** All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 7th day of December, 2010.

---

Paul Livingston, Chair  
Richland County Council

(SEAL)

Attest: \_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk to County Council

# Richland County Council Request of Action

**Subject**

Monroe Conservation Easement Donation **[PAGES 131-137]**

**Notes**

November 23, 2010 - The committee recommended that Council approve the request to accept the conservation easement on 27 acres owned by Delano Monroe. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Monroe Conservation Easement Donation

### **A. Purpose**

County council is requested by the Conservation Commission to accept a conservation easement on 27 acres as a donation in northeast Richland County off Two Notch Road next to an existing conservation area in order to protect valuable natural resources, water quality, and preserve valuable open space and scenic road vista.

### **B. Background / Discussion**

Mr. Delano Monroe, 10730 Two Notch Road, Elgin, SC 29045, has made a formal application to the Conservation Commission to help protect his valuable family farm, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for agriculture and scenic beauty along Two Notch Road. The property is a critical segment of connectivity to an existing easement. The property faces huge development pressures to be converted to high density sub-divisions. The property is located in County Council District #9 where extensive development has occurred. The Monroe Family would like to contribute again to a new conservation image for their community. We salute his donation and conservation values.

### **C. Financial Impact-None**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. The landowner is donating 100% of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space.

### **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

**E. Recommendation**

***"It is recommended that Council approve the request to accept this conservation easement on 27 acres owned by Delano Monroe.***

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	11-22-2010

**F. Reviews**

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers	Date: 11/12/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Administration**

Reviewed by: Sparty Hammett	Date: 11/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	



State of South Carolina            )  
County of Richland                )

**Amendment to Conservation Easement**

The conservation easement granted by Franklin Delano Monroe, having an address as 10730 Two Notch Road, Elgin, SC, 29045 to Richland County, on December 18, 2007 to Richland County on 95.19 acres in Richland in northwest Richland County, furthered described as Parcel A on Attachment A, such easement being recorded on December 20, 2007 in Plat Book 1386, Page 861 is hereby amended to expanded such acreage by twenty (27) acres as indicated on Attachment A and referred to as Parcel B

Be it further amended that the newly added Parcel B may be subdivided one (1) time to create one (1) new lot of not more than two acres upon one (1) house may be constructed, along with such appropriate new ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report, which shall be amended in keeping with the conservation easement and this Amendment.

All other provisions of said conservation easement shall apply to Parcel B upon adoption of this amendment.

TO HAVE AND TO HOLD this Amendment of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

**SIGNATURES ON FOLLOWING PAGES**

**Grantor**

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Franklin Delano Monroe

\_\_\_\_\_

\_\_\_\_\_  
Date

**Acknowledgments**

County of Richland  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of December, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

**Accepted:**

Witness:

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

By \_\_\_\_\_  
Chairman  
Richland County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

County of Richland)  
State of South Carolina)

Acknowledgments

County of Richland)  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of December, 2010, and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

Notary Public  
My commission expires:

(SEAL)

## **ATTACHMENT A PROPERTY DESCRIPTION**

### **Parcel A.**

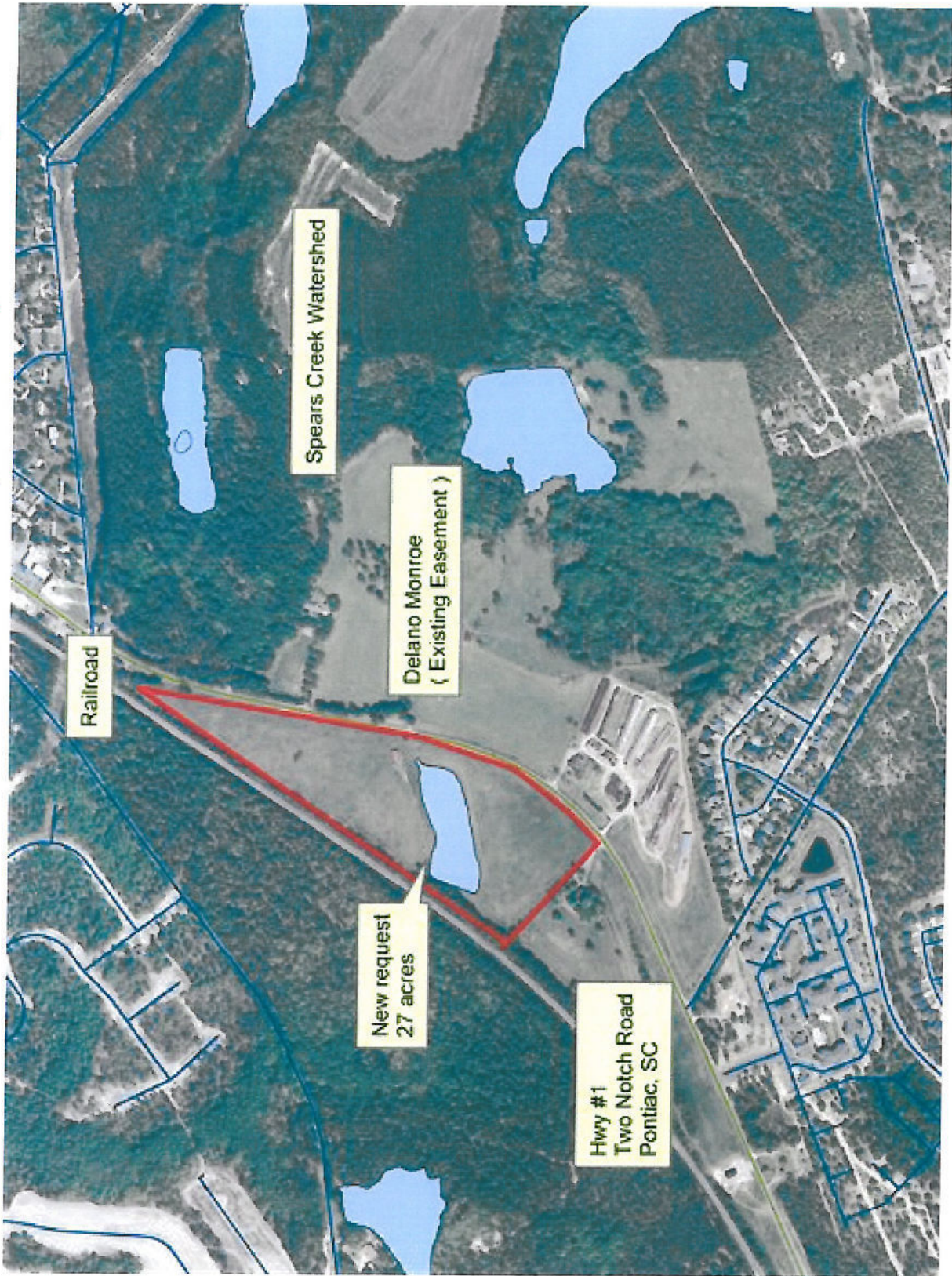
All that certain piece, parcel, and tract of land being, together with the improvements thereon, situate, lying and being on the east side of Highway No. 1, near Pontiac, in the County of Richland, in the State of South Carolina, being shown and delineated as approximately 95.19 acres more or less on a plat entitled Boundary and improvement survey for Franklin D. Monroe by Daniel Riddick & Associates, Inc. dated September 10, 2007 and recorded \_\_\_\_\_ in the Office of the Register of Deeds for Richland County in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.

### **Parcel B**

All that certain piece, parcel, and tract of land being, together with the improvements thereon, situate, lying and being on the east side of Highway No. 1, near Pontiac, in the County of Richland, in the State of South Carolina, being shown and delineated as approximately 95.19 acres more or less on a plat entitled Boundary and improvement survey for Franklin D. Monroe by Daniel Riddick & Associates, Inc. dated September 10, 2007 and recorded \_\_\_\_\_ in the Office of the Register of Deeds for Richland County in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.

**Derivation:** This being the same property conveyed to Franklin Delano Monroe by Deed of Distribution of Pearl Lever Monroe, dated January 23, 1989, and recorded February 1, 1989 in the Office of The Register of Deeds for Richland County in Deed B book 922 at Page 776.

Richland County Tax Map Number 25900-04-03



# Richland County Council Request of Action

**Subject**

Palmetto Pride Grants [**PAGES 139-140**]

**Notes**

November 23, 2010 - The committee recommended that Council approve the request to accept \$10,418 in grant funds from Palmetto Pride if awarded. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Palmetto Pride Grants

## **A. Purpose**

County Council is requested to approve two grants for the Solid Waste Department that, if awarded, will fund anti-litter programs in the County. The grants total \$10,418 and no match is required.

## **B. Background / Discussion**

Richland County's Solid Waste Department has applied for two Palmetto Pride grants that if awarded, will fund anti-litter programs in the County. Grant award announcements will come in December and all grant funds must be spent in the 2011 calendar year.

### **Enforcement Grant (\$4,190)**

Grant funds will be used by the Refuse Control Division to purchase 10 digital trail cameras that will be placed in known illegal dump sites in the County. This will reduce the amount of monitoring required at these sites and free officers up so they can work on traffic and unsecured loads. Grant funds will also be used to purchase binoculars that will be given to officers for use in monitoring illegal dump sites from a distance.

### **Community Awareness Grant (\$6,228)**

The Richland County Clean Neighborhood Initiative is a pilot program that encourages neighborhood associations and councils to engage in community recycling. Twelve neighborhoods will be asked to participate in this pilot program where each neighborhood will perform four litter pickups per year. Grant funds will be used for neighborhood signs and collection boxes.

## **C. Financial Impact**

Palmetto Pride Enforcement Grant	\$4,190.00
Palmetto Pride Community Awareness Grant	\$6,228.00
<b>Total</b>	<b>\$10,418.00</b>

## **D. Alternatives**

List the alternatives to the situation. There will always be at least two alternatives:

1. Approve the request to approve the Palmetto Pride grants if awarded.
2. Do not approve grants.

## **E. Recommendation**

It is recommended that Council approve the request to accept \$10,418 in grant funds from Palmetto Pride if awarded.

Recommended by: Paul Alcantar      Department: Solid Waste      Date: 11/4/10

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

Date: 11/11/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation based on no match requirement.

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 11/12/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Grants**

Reviewed by: Sara Salley

Date: 11/12/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald

Date: 11/12/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



# Richland County Council Request of Action

**Subject**

Funding for the "Good to Great" Initiative [PAGES 142-148]

**Notes**

November 23, 2010 - The committee recommended that Council participate in the program beginning in FY 2012 in order that the funding can be incorporated into the budget as recommended by staff. In addition, the committee recommended that Council include budget and performance measurement standards from the Chamber of Commerce. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Funding for the “Good to Great” Initiative

**A. Purpose**

County Council is requested to consider funding for the “Good to Great” Initiative.

**B. Background / Discussion**

At the October 19, 2010 Council Meeting, the following motion was made:

**Council direct staff to allocate \$100,000.00 to fund Good to Great.  
[Manning] Action of Council:** Forwarded to the Administration and Finance Committee.

Attached for your convenience below is information from the Greater Columbia Chamber of Commerce regarding the “Good to Great” Initiative.

It is at this time that this item is before the A&F Committee for consideration and recommendation.

**C. Financial Impact**

Mr. Manning’s motion states that \$100,000 should be allocated to fund Good to Great. The source of these funds is unknown at this time, and will require a budget amendment.

**D. Alternatives**

1. Approve the request by Council member Manning. This approval will require a budget amendment.
2. Do not approve the request by Council member Manning.

**E. Recommendation**

Council direct staff to allocate \$100,000.00 to fund Good to Great.  
Recommended by: Council member Manning, October 19, 2010

**F. Reviews**

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

Date: 10/29/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a funding decision for Council and no funding source is identified for comment. As stated in the financial section approval may require a budget amendment.

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation: This is a policy decision of Council.

**Administration**

Reviewed by: Tony McDonald

Date: 11/18/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the County's participation in this program; however, recommend that participation begin in FY 2012 in order that the funding can be incorporated into the FY 2012 budget.

**Source: The Greater Columbia Chamber of Commerce**

**“Navigating from good to Great”**

1. A community development and prosperity initiative.
  - a. Undertaken through the Greater Columbia Chamber of Commerce,
2. Seeks to unify and elevate the Columbia region
  - a. Based on the principle of unification and elevation.
  - b. By coming together as a single community, we can overcome obstacles and take advantage of opportunities and move from “good to Great.”
3. A 501C3 organization – The Navigating from Good to Great Foundation
  - a. Housed under the Greater Columbia Chamber of Commerce
  - b. The chamber carries out the foundation’s mission of moving the community from Good to Great.
  - c. Separate independent foundation board oversees expenditure.

**The initiative**

1. Started in 2007
2. If you can move a company from “good to Great,” as business author Jim Collins shows in his best selling book of the same name,” why can’t you do the same for a region.

**The Vision:**

Create a Columbia Region that is:

- ▶ Safe, vibrant & diverse
- ▶ A haven for intellectual capital & investment
- ▶ An entrepreneurial Mecca
- ▶ Rich in cultural infrastructure & diversity
- ▶ Focused on community development

**Focuses on eight issues:**

- 1. Redefining Economic Development**
  - a. No longer sufficient to focus on chasing smokestacks.
  - b. Bringing in new business from beyond our region’s borders
  - c. Must support existing businesses
  - d. Push the creation of a knowledge-based economy.
- 2. Moving People and Product In and Out of the Region**
  - a. Transportation system is critical to the region’s growth.
  - b. Must have both great infrastructure --including roads, bridges, bikeways and greenway --, AND
  - c. Great public transportation.

### **3. Homelessness**

- a. We have no right to consider ourselves a great community until we have taken a comprehensive approach to this most pressing social issue.

### **4. Riverfront Development**

- a. Region's rivers among our greatest untapped resources.
- b. Must continue to expand development
- c. Continue to cooperate with the River Alliance, a public private partnership.

### **5. Environment and Quality of Life**

- a. Need to ensure that our region will attract the "creative class,"
- b. Safeguard one of our greatest assets.

### **6. Knowledge Development as an Economic Engine**

- a. Continue to work to build a knowledge-based economy
- b. Leverage USC's leadership in various areas of research, but particularly fuel cell development.
- c. Focus on knowledge- based cluster development:
  - i. Clean Tech (including fuel cells & nuclear power)
  - ii. Insurance, health care

### **7. Intergovernmental & Regional Cooperation**

- a. Entities in great regions must act like regional partners for the good of the region.
- b. Local governments are encouraged to resolve jurisdictional disputes and enter into cooperative partnerships.
- c.

### **8. Workforce Development.**

- a. Produce a workforce capable of holding the jobs of the 21<sup>st</sup> Century

## **"Navigating from good to Great's" major initiatives:**

### **1. Existing Business Retention and Expansion.**

- a. More than 200 business interview
- b. Second annual report published.
- c. The Nucor success story.

### **2. Regional branding effort**

- a. In conjunction with the Midlands Authority for Conventions, Sports and Tourism
- b. ColumbiaSC – Famously Hot.
- c. Partnership Program: Forest Acres: Proud Partner of ColumbiaSC Famously Hot.

### 3. Cluster development.

- a. Partnership with New Carolina and EngenuitySC.
- b. Chamber's economic development focus:
  - i. Insurance Technology & Services
  - ii. Clean Tech (Nuclear and Fuel Cells)
  - iii. Healthcare

### 4. Talent Attraction & Retention

- a. Relaunch of COR, Columbia Opportunity Resource, now under the umbrella of the chamber.

### 5. Regional government coalition.

- a. Created an Intergovernmental Forum
  - i. To work on issues such as air quality
  - ii. Support Mayor Benjamin's efforts to bring regional mayor'
- b. Working on supporting our airport
- c. Regional Chambers now meeting

The foundation also created an **Opportunity Fund**.

An emergency or quick action fund to enable the community to quickly respond to growth opportunities and unforeseen threats.

**Example:** Airport matching money for a federal grant on increasing air service.

### **Funding**

Tackling these issues and initiatives requires resources. An initial commitment of \$2.9 million was secured from the business community for the first five years of operation. Funds have come from a broad array of business across the region. The private sector funding was committed before any request was made of any government. But government is now participating:

The city of Columbia has pledged \$300,000 to date with the expectation of another \$200,000 over the next two years, which will take the initial capital campaign well over its initial \$3 million goal.



RECEIVED  
10 OCT 28 PM 4:39  
RICHLAND COUNTY  
ADMINISTRATORS OFFICE

October 25, 2010

Mr. Milton Pope  
Richland County Administrator  
2020 Hampton Street  
Columbia, S.C. 29202

Dear Mr. Pope,

The Greater Columbia Chamber of Commerce's "Navigating from Good to Great," initiative is a community development program focused on making the Columbia Region one of the great places to live and conduct business in our country. This program is strategic and unique because it seeks to unify the efforts of all groups in this region. The vision for "Navigating from Good to Great" calls for a "new model," for the purpose of optimizing growth, quality of life and realistically positioning the region for the future.

Because we believe in the region's future and because we believe in the ability of the staff, volunteers and investors of the Greater Columbia Chamber of Commerce to carry it out, we have chosen to lead the effort to provide the necessary funding for implementation.

The original five-year capital campaign (2007-2011) raised a little more than \$3 million dollars to execute the program of the Navigating from Good to Great Foundation through the Greater Columbia Chamber of Commerce. The majority of funds have come from private enterprise, mostly within Richland and Lexington counties. The city of Columbia has contributed \$100,000 a year for the first three years of the initiative and we anticipate receiving \$100,000 for each of the two remaining years.

We thank you for the opportunity to appear before Richland County Council on Oct. 19 and reiterate our request for a \$100,000 pledge to "Navigating from Good to Great" for the remainder of the current campaign, which runs through 2011. We anticipate that we will be launching a new round of fund-raising sometime in 2011.

We are enclosing a packet of information on "Navigating from Good to Great" that explains the program and shows our progress.

Greater Columbia Chamber of Commerce ♦ 930 Richland Street ♦ PO Box 1360 ♦ Columbia, SC 29202 ♦ 803.733.1155

Item# 26

Attachment number 1  
Page 6 of 7

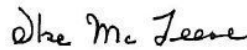
It is our sincere hope that you will join the many other committed organizations and individuals that are choosing to invest in accelerating the development of our region.

Please contact Ike McLeese at 803-733-1111, [imcleese@columbiachamber.com](mailto:imcleese@columbiachamber.com), Ted Speth Chairman of the Navigating from Good to Great Foundation, C. Grant Jackson at 803-733-2513 or [gjackson@columbiachamber.com](mailto:gjackson@columbiachamber.com), or John Mikula at 803-733-1147 or [jmikula@columbiachamber.com](mailto:jmikula@columbiachamber.com) if you have any questions regarding "Navigating from Good to Great" or any other matters of concern.

Sincerely,



Ted Speth  
Managing Partner  
Ogletree, Deakins, Nash, Smoak  
Chairman of the Board  
Navigating from Good to Great



Ike McLeese  
President & CEO  
Greater Columbia Chamber  
of Commerce



# Richland County Council Request of Action

## **Subject**

Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters **[PAGES 150-182]**

## **Notes**

First Reading: July 20, 2010

Second Reading: October 19, 2010

Third Reading:

Public Hearing: October 19, 2010

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

**AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12,  
SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED,  
THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX  
AGREEMENT, BY AND BETWEEN RICHLAND COUNTY,  
SOUTH CAROLINA, AND VERIZON WIRELESS, AS SPONSOR,  
AND ONE OR MORE SPONSOR AFFILIATES, TO PROVIDE  
FOR A FEE-IN-LIEU OF *AD VALOREM* TAXES INCENTIVE,  
INCLUDING THE GRANT OF AN INFRASTRUCTURE CREDIT;  
AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina desires to enter into a Fee Agreement (defined below) with Cellco Partners d/b/a Verizon Wireless (“Company”), as sponsor, and, if applicable, one or more sponsor affiliates (each, “Sponsor Affiliate”), to provide for payments of fees-in-lieu of *ad valorem* taxes (“FILOT” Payments”) for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (“Act”);

WHEREAS, as recited in the Memorandum of Understanding dated December 15, 2009 (“MOU”) between the County and the Company, the County and the Company desire to enter into a Fee Agreement (as defined in the Act), concerning the establishment of a facility in the County, which will consist of certain land, plant and buildings, and other improvements and machinery, apparatuses, equipment, and other personal property for the purpose of providing customer support and related activities (all of which constitute a project under the Act, collectively, “Project”);

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, to induce the Company to locate the Project in the County, the County has agreed to charge FILOT Payments with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, the County has, by an Inducement Resolution adopted, on December 1, 2009 (“Resolution”), taken official action to identify the Project and approve the MOU for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, Richland County Council (“County Council”) has caused to be prepared and presented to this meeting the form of a Fee Agreement between the County and the Company, a copy of which is attached as Exhibit A;

WHEREAS, as further inducement to the Company, the County has agreed to include the Project in one or more multi-county business or industrial parks as provided for by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (collectively, “MCIP Law”);

WHEREAS, under the provisions of Sections 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 12-44-70 of the Act (collectively, “Infrastructure Law”), the Act and the MCIP

Law, the County is authorized to use revenues received from the FILOT Payments for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project;

WHEREAS, the Company has requested the County to use a portion of the FILOT Payments for the purpose of defraying the costs of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project (collectively, "Infrastructure"); and

WHEREAS, the County Council, based on information provided by the Company, having found that the Infrastructure will serve the County and, as a direct result of the Infrastructure's acquisition, assist the County in its economic development efforts by inducing the Company to locate the Project in the County, proposes to provide an Annual Special Source Revenue Credit (as defined in the Fee Agreement) against the FILOT Payments.

THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

**Section 1.** Pursuant to the Act, particularly Section 12-44-40(H) and (I), based on information provided by the Company, the County Council makes the following findings:

- (a) The Project constitutes a "project" as that term is referred to and defined in Section 12-44-30 of the Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;
- (c) The purposes to be accomplished by the Project are proper governmental and public purposes;
- (d) It is anticipated that the cost of planning, designing, constructing and expanding the Project will require expenditures of not less than \$40 million;
- (e) The benefits of the Project to the public are greater than the costs to the public;
- (f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and
- (g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

**Section 2.** The form and terms of the Fee Agreement, as Exhibit A, that is before this meeting is approved and all of the Fee Agreement's terms are incorporated in this Ordinance by reference as if the Fee Agreement was set out in this Ordinance in its entirety.

**Section 3.** Pursuant to Section 12-44-130 of the Act, the Company may request the addition of one or more Sponsor Affiliates to the Fee Agreement. Following each request, if the proposed Sponsor Affiliate agrees to be bound by the Fee Agreement, then following approval of the proposed Sponsor Affiliate by subsequent County Council resolution, the proposed Sponsor Affiliate shall be eligible for the benefits under, and become a party to, the Fee Agreement.

**Section 4.** The consummation of all transactions contemplated by the Fee Agreement is approved.

**Section 5.** The Chairman of the County Council is authorized and directed to execute the Fee Agreement, reflecting the terms of this Ordinance with other terms that are typical for these types of transactions in the County, subject to the approval of any revisions, which are not materially adverse to the County, by the County Administrator and the County Attorney, and the Clerk of the County Council is authorized and directed to attest the Fee Agreement; and the County Administrator is further authorized and directed to deliver the Agreement to the Company.

**Section 6.** The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

**Section 7.** 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 8.** 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 9.** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Paul Livingston, Chairman of County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

---

Michielle Cannon-Finch, Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: July 20, 2010  
Second Reading: October 19, 2010  
Public Hearing: October 19, 2010  
Third Reading: December 7, 2010

**EXHIBIT A**

**FORM OF FEE AGREEMENT**

**FEE AGREEMENT**

**BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**CELLCO PARTNERSHIP AND SPEARS CREEK REALTY, LLC**

**DATED AS OF**

**November \_\_, 2010**

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## **FEE AGREEMENT**

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of [], 2010, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), **SPEARS CREEK REALTY, LLC**, and **CELLCO PARTNERSHIP** (collectively, the "Company" or "Sponsor").

### **WITNESSETH:**

**WHEREAS**, to induce companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State, the County is authorized by Title 12, Chapter 44 (the "Fee Act"), Code of Laws of South Carolina 1976, as amended, (the "Code"), and the County is further authorized by Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Sections 4-1-175 of the Code and, by incorporation, Section 4-29-68 of the Code, the "Special Source Act") (such acts, together with the Fee Act, hereinafter collectively referred to as the "Act") to designate properties as part of a joint county industrial or business park (a "Multi-County Park") and to use all or a portion of the payments in lieu of taxes resulting from such designation to pay, or reimburse such companies for paying, the cost of infrastructure and improved or unimproved real estate used in the operation of a manufacturing enterprise ("Special Source Improvements"), all of which property serves the economic development of the County;

**WHEREAS**, pursuant to the Act, and based on factual representations by the Company to the County, the County finds that: (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

**WHEREAS**, pursuant to a Resolution adopted on December 1, 2009 (the "Resolution"), the County agreed to make available to Company (under the Project name Pearl) benefits of certain programs, including a payment-in-lieu of taxes arrangement, in consideration of Company's agreement to invest in the County through the development, acquisition and installation of a facility to be located on Spears Creek Church Road, Columbia, South Carolina (the "Site") consisting of land, improvements, infrastructure, furnishings, fixtures and equipment for a national call and customer service center, all of which will constitute a project within the meaning of the Act (the "Project"); and



**WHEREAS**, pursuant to an Ordinance adopted on December 7, 2010, (the “Ordinance”), the County Council authorized the County to enter into a Fee Agreement with the Company, which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof, and to provide credits against the payments in lieu of taxes with respect to the Project to reimburse Company for payment of the costs of certain Special Source Improvements related to the Project.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

## **ARTICLE I**

### **RECAPITULATION AND DEFINITIONS**

#### **SECTION 1.1. *Statutorily Required Recapitulation.***

(a) Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55, except as expressly provided in paragraph (b) below, to the extent that and so long as the company timely provides the County with copies of all filings required by the Act to be made by the company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company’s noncompliance.

#### **(b) *Recapitulation.***

1. Legal name of each party to this Fee Agreement:

Richland County, South Carolina  
Cellco Partnership  
Spears Creek Realty, LLC

2. County and street address of the project and property to be subject to this Fee Agreement:

Richland County  
  
565 Spears Creek Church Road  
Columbia, South Carolina 29045

3. Minimum investment agreed upon: \$40,000,000

4. Length and term of this Fee Agreement:  
20 years
5. Assessment ratio applicable for each year of this Fee Agreement:  
Project: 6%
6. Millage rate applicable for each year of this Fee Agreement:  
Every year of the term: not more than 423 mils, subject to adjustment as set forth herein.
7. Schedule showing the amount of the fee and its calculation for each year of this Fee Agreement:  
Waived by the County and the Company
8. Schedule showing the amount to be distributed annually to each of The affected taxing entities:  
Waived by the County and the Company
9.
  - (a) The Project is to be located in the multi-county park formed pursuant to Chapter 29 of title 4.
  - (b) Disposal of property subject to the Fee is allowed.
  - (c) Special source credits equal to ten (10) percent of the Company's total annual FILOT payments in each of the first ten (10) years of this Fee Agreement.
  - (d) Payment will not be modified using a net present value calculation.
  - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Fee Agreement which may affect the calculation of items (7) and (8) of this Recapitulation.  
Waived by the County and the Company
11. Description of the effect upon the schedules in items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8):  
Waived by the County and the Company
12. Which party or parties to this Fee Agreement are responsible for updating any information contained in this Recapitulation:

Company as to items 1 and 2. County and company as to all other Items.

**SECTIONS 1.2. Rules of construction; use of Defined Terms.** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments or supplements to that document, unless the context clearly indicates otherwise.

**SECTIONS 1.3. Definitions.**

**“Act”** means, collectively Title 12, Chapter 44 of the Code, including the enhanced investment fee described therein, (the “Fee Act”) and Title 4, Chapter 1 of the code (the “Multi-County Park Act” or, as to Sections 4-1-175 of the Code and, by incorporation, Section 4-29-68 of the Code, the “Special Source Act”).

**“Authorized Sponsor Representative”** (1) shall in the case of the Company mean its President, one of its vice presidents, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary or any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County signed by its President, one of its vice presidents, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary and containing the specimen signature of each such person, and (2) shall in the case of American Fund mean one of its members or any person designated from time to time to act on behalf of American Fund as evidenced by a written certificate or certificates signed by one of its members furnished to the County and containing the specimen signature of each person. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Company or American Fund, as the case may be, with respect to different sections of this Fee Agreement.

**“Chair”** means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

**“Code”** means Code of Laws of South Carolina 1976, as in effect on the date hereof as the same may be amended from time to time.

**“Commencement Date”** means the last day of the property tax year when Project property is first placed in service, except that this date must 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 Company have entered into this Fee Agreement.

**“Company” or “Sponsor”** means Cellco Partnership, a partnership duly organized under the laws of the State of Delaware and authorized to transact business in South Carolina, and its successors and assigns, and Spears Creek Realty, LLC, a limited

liability company duly organized under the laws of the State of South Carolina. The Company is a Sponsor under the meaning of the Fee Act.

**“County Council”** means the County Council of the County.

**“County”** means Richland County, South Carolina, and its successors and assigns.

**“County Administrator”** means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“Documents”** means the Resolution, the Ordinance, the Multi-County Park Agreement, the Ordinances enacted by the County Council to create the Multi-County Park and to add the site to the Multi-County Park and this Fee Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

**“Event of Default”** shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of December 1, 2010, by and between the County and the Company.

**“Fee Term”** shall mean the duration of this Fee Agreement with respect to the Project as specified in Section 5.6 hereof.

**“Investment Period”** shall mean the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of 2016.

**“Multi-County Park”** means the joint county business and industrial park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project.

**“Multi-County Park Agreement”** means that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina, and Fairfield County, South Carolina, dated as of April 15, 2003, as supplemented from time to time.

**“Ordinance”** means the Ordinance adopted by the county on December 7, 2010, authorizing this Fee Agreement.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

**“Project”** shall mean: (i) land, buildings and other improvements at the Site, including water, sewage treatment and disposal facilities, air pollution control facilities, and all other machinery, apparatus, equipment, office facilities and furnishings which are considered necessary, suitable or useful by Company and (ii) any Replacement Property, all as measured in accordance with the provisions of Section 4.1 hereof.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.5 hereof.

**“Resolution”** shall mean the Resolution of the County Council adopted on December 1, 2009, committing the County to enter into the Fee Agreement.

**“Site”** means sites in the County at which Project property is located, and which Company utilizes pursuant to any fee or leasehold interest or other access arrangement, which Site is further described in Exhibit A hereto. The term “Site” shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit A; provided, that any requirement by the Company to provide such schedules or supplements with respect to future sites may be satisfied by Company’s identification of such future site on filings with DOR of forms SCDOR PT-300 or such comparable forms as DOR may provide in connection with projects subject to the Act.

**“Special Source Credit”** means the credits described in Section 5.2 hereof.

**“Special Source Improvements”** means, to the extent paid for by Company or used by Company pursuant to any lease, license or other access agreement, any infrastructure serving the economic development of the County and any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements used in the operation of a manufacturing enterprise in order to enhance the economic development of the County, all as set forth in the Act. For purposes of this Agreement, Special Source Improvements shall be deemed to include without limitation all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as any land comprising the Site, the buildings, fixtures and other real property improvements at the site, and any additions or improvements to any of the foregoing.

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

**SECTION 1.4. *References to Code Sections.*** References herein to titles, Chapters or Sections, except for references to Sections of this Fee Agreement or where

the context clearly requires otherwise, refer to Section of the Code of Laws of south Carolina 1976, as amended.

## ARTICLE II

### LIMITATION OF LIABILITY; EXCEPTION FROM *AD VALOREM* TAXES

**SECTION 2.1. *Limitation of Liability.*** Any obligation which the county may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the documents.

**SECTION 2.2. *Exemption From Ad Valorem Taxes.*** The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, is the basis upon which the company has entered into this Fee Agreement.

## ARTICLE III

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**SECTION 3.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as it necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) To the best of the County's knowledge after reasonable investigation, neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County's knowledge after reasonable investigation, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or

threatened against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the county in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on factual representations of the Company, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property, comprising the Project shall be considered economic development property under the Act.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

**SECTION 3.2. *Covenants by the County.*** The County covenants with the company as follows:

(a) The County agrees to do all things deemed necessary as reasonably requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) If investment in the Project aggregates at least \$40,000,000 on or before the last day of 2016, to the extent permitted by law, the Company may request of the County an extension of the Investment Period, for investments in excess of the statutory minimum(s), in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. The grant of any such extension by the County shall be in the County's sole discretion and may be authorized by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Company's expense, cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within 30 days of the date of execution thereof by the County.

**SECTION 3.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is authorized to transact business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, or will, to its knowledge, conflict with or result in a material breach of any of the material, terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the company wherein an unfavorable decision, ruling or finding would materially adversely affect the Company's obligations hereunder or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the execution, delivery, and performance by the Company of the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

#### **ARTICLE IV**

#### **COMMENCEMENT AND COMPLETION OF THE PROJECT AND SPECIAL SOURCE IMPROVEMENTS**

**SECTION 4.1. *The Project.*** Company has acquired and/or installed or made plans for the acquisition and/or installation of certain machinery, equipment and other real and personal property which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.



Notwithstanding any other provision of this Fee Agreement, the Company may place property into service at any time under this Fee Agreement, but such property will only qualify as economic development property under the Act if it is placed in service during the Investment Period, including any extension period, or is Replacement Property.

**SECTION 4.2. *Diligent Completion.*** The Company agrees to use reasonable efforts to cause the acquisition and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition and/or installation of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X herein.

**SECTION 4.3. *Modifications to Project.*** The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

**SECTION 4.4. *Special Source Improvements.*** The Company agrees to provide or cause to be provided funding for the Special Source Improvements related to the establishment of the Project.

**SECTION 4.5. *Reports, Filings.*** The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof. In addition, the Company shall provide the County Auditor, County Attorney and County Administrator, with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act.

In addition, during the term of this Agreement, the Company will annually provide information required by the Exhibit A on or before the 31<sup>st</sup> day of January each applicable year; and the Company and the County agree that this information, and the period during which it is to be provided, satisfies all requirements under the November 16, 2010, resolution of Richland County Council setting forth certain information submission requirements. This information shall be submitted to the County Administrator.

## ARTICLE V

### PAYMENTS-IN-LIEU-OF TAXES; SPECIAL SOURCE CREDITS

**SECTION 5.1 *Payments-in-Lieu-of-Taxes.*** The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make or cause to be made annual Payments-in-Lieu-of-Taxes with respect

to the Project, said payments being due and payable at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or DOR for *ad valorem* taxes. Such amounts shall be calculated and payable as follows:

(a) Except as provided below, the Company has agreed to make or cause to be made annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of 6.0% for all real and personal property; (ii) a millage rate of 423, which is lower of: (A) the legally levied cumulative property tax millage rate applicable to the Site on June 30 of the year preceding the calendar year in which this Fee Agreement is executed; or (B) the legally levied cumulative property tax millage rate applicable to the site on June 30 of the calendar year in which this Fee Agreement is executed; and (iii) a fair market value of the Project to be determined according to the Act. Upon annexation of the Site by the City of Columbia (“City”), and the assertion of tax liability by the City, the City millage applicable to the Site shall be 98.1 mills. Thereafter, the total millage applicable to the Site for purposes of calculating the annual FILOT payments shall be fixed at 423 plus the applicable City millage of 98.1 mills for a total fixed millage rate of 521.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to *ad valorem* taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the property tax year following the Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall include in the calculation of Payments pursuant to paragraphs (a), (b) and (c), above for a period not exceeding 20 years following the year in which such property was placed in service, or the maximum period of years now or hereafter allowed by law, whichever is longer. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) a single piece of property can replace more than one piece of property, and more than one piece of property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the

excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vi) Replacement Property is entitled to the fee payment pursuant to this Section for the period of time remaining on the 20-year fee period for the property which it is replacing.

**SECTION 5.2 *Special Source Credits.***

(a) As reimbursement for Company's investment in Special Source Improvements related to the Project and subject to the requirements of the Act and Section 5.7 hereof. The County agrees that Company shall be entitled to Claim Special Source Credits against each of the first ten (10) annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to ten percent (10%) of each such annual Payments-in-Lieu-of-Taxes. In accordance with the Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded in connection with the Project from time to time during the Investment Period by or on behalf of Company.

(b) Company shall claim such Special Source Credit by filing with the County Administrator and the County Auditor, at the time it makes its annual Payment-in-Lieu-of-Taxes, an annual Special Source certification showing the amount of aggregate investment in the Project and Special Source Improvements and the calculation of the Special Source Credits, substantially in the form of **Exhibit B** hereto. The amount of such annual Special Source Credit shall be paid by the County to or to the order of the Company within 45 days following receipt of all Payments-in-Lieu-of-Taxes then due and owing. THE SPECIAL SOURCE CREDITS AUTHORIZED HERE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE AN OBLIGATION PAYABLE SOLELY FROM THE PAYMENTS-IN-LIEU-OF-TAXES RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

**SECTION 5.3. *Multi-County Park Designation.*** Subject to consent from the City of Columbia, South Carolina, the County will designate the Project as part of a Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period and which facilitate the Special Source Credit arrangements set forth herein.

**SECTION 5.4. *Commensurate Benefits.*** The parties acknowledge the intent of this Fee Agreement, in part, is to afford Company the benefits specified in this Article V in consideration of Company's decision to locate the Project within the County and this Fee Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Fee Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, the at the request of the Company, the County agrees to use its best efforts to extend to

Company the intended benefits of this Fee Agreement and agrees, if requested, to enter into a Multi-County Industrial Park with a special source revenue credit which is commensurate to the benefits which would otherwise accrue under this agreement.

**SECTION 5.5. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property or portion thereof, pursuant to this Section 5.5. Subject to the provisions of Section 5.7 with regard to maintenance of statutory minimum qualifying investment, and this Section 5.5 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.5.

(b) Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.5(a) hereof to the fullest extent allowed by law. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property, subject to the terms of Section 5.1(d).

**SECTION 5.6. *Fee Term.*** The applicable term of this Fee Agreement shall be measured from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof; (b) exercise by the Company of its option to terminate pursuant to Section 10.0 hereof; or (c) the automatic termination of this Agreement as provided in Section 5.7 hereof.

**SECTION 5.7. *Failure to Achieve Minimum Investment Requirement and Maintaining Minimum Investment.***

(a) If, by December 31, 2016, the Company has not invested or caused to be invested at least \$40,000,000 in the Project, then (i) the Company shall reimburse the County within thirty (30) days of its receipt of a written request from the County the full amount of the Special Source Credit granted to the Company prior to December 31, 2006, (ii) the Special Source Revenue Credit shall immediately terminate, and (iii) the Payment-in-Lieu-of-Taxes incentive shall be subject to prospective adjustment as follows: (a) if the Company invests at least \$25,000,000, there shall be no adjustment, (b) if the Company invests less than \$25,000,000 but at least \$15,000,000, the Payment-in-Lieu-of-Taxes incentive assessment ratio shall increase to 7%, and (c) if the Company invests less than \$15,000,000, the Payment-in-Lieu-of-Taxes incentive shall immediately terminate.

(b) If at any time during the term of this Fee Agreement following the period of time in which the minimum investment must be made under the Act, the investment of the Company, based on income tax basis without regard to depreciation, falls below such minimum investment level, the Company shall no longer qualify for the Payments-in-Lieu-of-Taxes provided herein and as provided in Section 12-44-140(C) of the Act.

**ARTICLE VI**

**PROPERTY TAX EXEMPTION AND ABATEMENT**

**SECTION 6.1. *Protection of the Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) All rights and privileges granted to either party under this Fee Agreement or any other Document shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) The County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) The Company will maintain the identity of the Project as a “project” in accordance with the Act and this Fee Agreement.

## ARTICLE VII

### EFFECTIVE DATE

**SECTION 7.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## ARTICLE VIII

### SPECIAL COVENANTS

**SECTION 8.1. *Confidentiality.*** Any prior confidentiality or non-disclosure agreements entered into by the County with respect to the Project are hereby voided. Only this Section shall govern the County's responsibilities with respect to information that is identified in writing by the Company as "confidential and proprietary" (hereafter, "Confidential Information"). The County acknowledges and understands that Company may have and maintain at the Project certain Confidential Information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: There shall be a presumption that any request for information made by the County shall be in accordance with applicable local, State or Federal law.

Except as required by law, the County shall not request or be entitled to (i) receive Confidential Information, or (ii) inspect the Project or any property associated therewith, in either case, unless they shall comply with the remaining provisions of this Section, and shall knowingly and intentionally disclose or otherwise divulge Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and providing prompt notice thereof to the Company. Prior to disclosing Confidential Information or allowing inspections of the Project or any property associated therewith, Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as is reasonably possible of such requirement before making such disclosure. Nothing in this Section shall be construed to limit the rights and abilities of the County to take those actions and to obtain such information as it is otherwise authorized by law to take or obtain in order to conduct its governmental functions, including but not limited to those functions related to property and other taxes.

**SECTION 8.2. *Assignment and Leasing.*** With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in

connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Fee Agreement to any Company affiliates and to any transfer or assignment of any or all of such interest among such affiliates. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act. Notwithstanding any provision of this Section to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that such approval may be provided by a Resolution of the County Council..

**SECTION 8.3. *Payment of Legal Expenses.*** The Company will reimburse the County from time for the reasonable and necessary expenses, including reasonable attorney's fees at the hourly rates which are standard for the applicable legal services to the County, incurred by the County with respect to the Project and the negotiation, approval, and administration of this Fee Agreement within 45 days after receiving written notice from the County specifying the nature of such expenses and requesting the payment of the same. The total amount of reimbursable legal expenses shall not exceed \$10,000.00.

The County affirms that it will not charge the Company out-of-pocket expenses (which shall not include any legal fees or costs associated with the County's enforcement of this Agreement or the transaction contemplated by this Agreement) in connection with the administration of this Fee Agreement or any service fees in connection herewith.

**SECTION 8.4. *Performance of Obligations by Related Entities.*** The County hereby acknowledges and agrees that any payment or other obligation of the Company contained may be performed by any entity related to the Company or by any entity which provides portions of the Project to the Company or any entity related to the Company through lease, license or other arrangement, performance of such obligation by such other entities in accordance with the terms hereof shall satisfy such obligation and relieve the Company of such performance. Nothing herein shall be construed to release the Company of any of its obligations except to the extent of such payment or performance.

**SECTION 8.5. *Indemnification Covenants.***

(a) The Company shall and agrees to hold the County and its past, present and future County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in subsection (b). Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party by reason of any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning,

design, acquisition, construction and carrying out of the Project if the County or any of its members, officers, agents or employees should incur any such claim, loss or damage, then, in that event the Company shall indemnify and hold harmless the County and its past, present and future members, officers, agents and employees against any such claim, loss or damage and all costs and expenses incurred in connection with any such claim, and upon notice and request from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

## ARTICLE IX

### EVENT OF DEFAULT AND REMEDIES

**SECTION 9.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If the Company shall fail to make or cause to be made any Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof) and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event or Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; act of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Document or the transactions described in the Documents shall have been false or misleading in any material respect.



Anything herein to the contrary notwithstanding, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Fee Agreement, but may terminate certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in Section 5.7 hereof.

**SECTION 9.2. Remedies on Default.** Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least 30 days written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49; Title 12, Chapter 51; or any other statutory provision for tax collection of property taxes (the “Tax Statute”) and the Act relating to the enforced collection of taxes. The County’s right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Acts and Chapters 4 and 54 of Title 12 of Code of laws of South Carolina 1976, as amended. Notice of failure to make the required Payments-in-Lieu-of-Taxes made in accordance with the Tax Statute shall constitute notice for purposes of Section 9.1(a) hereof.

Each right, power, and remedy of the County or the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or the Company of any one or more of the rights, powers or remedies provided for in the Fee Agreement nor or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or the Company of any or all such other rights, powers or remedies.

**SECTION 9.3. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE X

### OPTIONS OF THE COMPANY

**SECTION 10.1. Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or portion thereof. Upon termination of all or part of this Fee

Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or, if the termination is of the entire Project, then within 120 days of termination.

### **SECTION 10.2. *Damage or Destruction of Project.***

(a) **Election to Terminate.** In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) **Election to Rebuild.** In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. Subject to the provisions of the Fee Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under the Fee Agreement.

(c) **Election to Remove.** In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

### **SECTION 10.3 *Condemnation***

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title 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 Project or a transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.1. Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently noticed of any change of address in accordance with this Section 11.1:

As to the Company:

Brian Wilson  
Verizon Wireless  
100 Southgate Parkway  
Morristown, NJ 07960

with a copy to:

Robert O. Strobel  
Assistant General Council  
Verizon Wireless  
100 Southgate Parkway  
Morristown, NJ 07960

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

James H. Ritchie, Jr.  
P.O. Box 1897  
Spartanburg, SC 29304

If to the County:

Richland County, South Carolina  
Attention: County Administrator  
2020 Hampton Street  
Columbia, South Carolina 29204

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

Parker Poe Adams & Bernstein LLP  
Attention: Ray E. Jones  
1201 Main Street, Suite. 1450  
Columbia, SC 29201

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) by certified mail, three (3) business days after delivery to the U.S. Postal Authorities by the party serving notice.

**SECTION 11.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 11.3. *Invalidity and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4.

**SECTION 11.4. *Payments due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 11.5. *Fiscal Year; Property Tax Year.*** If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with *ad valorem* taxes.

**SECTION 11.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may, at the County's option, be provided by a resolution of County Council. The Chair of the County Council and the County Administrator are hereby expressly

jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

**SECTION 11.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

**SECTION 11.8. *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

**SECTION 11.9. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 11.10. *Further Assurance.*** From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement. The Company shall reimburse the County for all reasonable expenses incurred to comply with such requests.

**SECTION 11.11. *Prior Agreements Cancelled.*** This Fee Agreement and the other Documents shall completely and fully supersede all other prior arrangements, both written and oral, between the County and the Company relating to the Project. Neither the County nor the Company shall hereafter have any rights under such prior agreements but shall look solely to this Fee Agreement and the other Documents for definitions and the determination of all of their respective rights, liabilities, and responsibilities relating to the Project.

**IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA**  
**and** \_\_\_\_\_, each pursuant to due authority, have duly  
executed this Fee Agreement, all as of the date first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**ATTEST:**

\_\_\_\_\_  
Clerk to Richland County Council

**CELLCO PARTNERSHIP**

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

**SPEARS CREEK REALTY, LLC**

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

**EXHIBIT A**

**A RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES  
CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN  
RICHLAND COUNTY**

WHEREAS, the Richland County Council encourages and supports economic development within the County; and

WHEREAS, the Richland County Council desires to ensure the maximum economic advantage for those industries locating in the County while providing for public disclosure of certain direct local cost and benefits of economic development incentives; and

WHEREAS, the Richland County Council has determined that the most prudent manner of providing such information is by the submission of annual reports by the industries that receive economic development incentives from the County.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL that the following requirements are hereby enacted:

1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
  - a. Name of company;
  - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
  - c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
  - d. Cumulative number of new jobs created to date as a result of the project;
  - e. List of all employees for reporting year by residential zip code only;
  - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator  
Attn: Economic Development  
P.O. Box 192  
Columbia, SC 29202

3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes the prior Economic Development Accountability Resolution adopted by Richland County Council on the 23<sup>rd</sup> of June, 1998.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, FILOT document, or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this \_\_\_\_ day of \_\_\_\_\_, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 7<sup>th</sup> day of December, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST this the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle Cannon-Finch, Clerk of Council



**EXHIBIT B**

**CERTIFICATION OF INVESTMENT FOR SPECIAL SOURCE CREDITS**

Reference is made to that certain Fee Agreement dated as of \_\_\_\_\_, 2010, (the "Agreement") between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Company") and RICHLAND COUNTY, SOUTH CAROLINA (the "County"). Each capitalized term used herein and not otherwise defined herein shall have the same meaning ascribed to such term in the Agreement.

In accordance with Section 5.2 of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. Pursuant to Section 4.1 of the Agreement, the Company has covenanted to establish the Project within the County prior to the end of the Investment period. The Investment Period expires on December 31, 2016, or if extended as provided in Section 3.2 of the Agreement, on December 31, 2016. To date, the Company has invested \$ \_\_\_\_\_ at the Project.

2. Pursuant to Section 5.2 of the Agreement, Company is entitled to claim Special Source Credits against each of the first ten (10) annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to ten percent (10%) of each annual Payment-in-Lieu-of-Taxes in order to reimburse Company for the costs of Special Source Improvements funded by or on behalf of Company.

3. Company has to date expended, or caused to be expended in the aggregate not less than \$ \_\_\_\_\_ upon Special Source Improvements ("Reimbursable Costs"), and Company has heretofore claimed an aggregate of \$ \_\_\_\_\_ in Special Source Credits ("Prior Credits"), leaving \$ \_\_\_\_\_ in funding for Special Source Improvements not heretofore reimbursed through Special Source credits ("Remaining Reimbursable Costs").

4. The property tax notice(s) for tax year \_\_\_\_\_ provided by the County Auditor with respect to the Project specifies that the Payments-in-Lieu-of-Taxes due with respect to the Project from Company and all entities leasing portions of the Project to Company or otherwise providing access to portions of the Project to Company on \_\_\_\_\_ total \$ \_\_\_\_\_.

5. Company is entitled to Special Source Credit calculated as follows:

Total FILOT Payments

X 10% Credit

= Potential Credit of

Less  
(Excess, if any, of Potential Credit \$ \_\_\_\_\_ over  
Remaining Reimbursable Costs of \$ \_\_\_\_\_)

= Allowable Credit of \$ \_\_\_\_\_

6. The Special Source Credits specified in this certificate for Property Tax Year \_\_\_\_\_, together with all Special Source Credits heretofore claimed pursuant to the Agreement, do not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by Company and other entities investing in the Project.

7. The amount due to Company as an allowable Special Source Credit, is \$ \_\_\_\_\_. The Company hereby directs the County to pay such amount by check/wire transfer as follows:

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

**IN WITNESS WHEREOF**, I have executed this Certificate to be effective as of \_\_\_\_\_, 2010.

[Name of Company]

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

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to specify authority of officer, conditions of impoundment and redemption of animals, and make clarifications pertaining to owner responsibilities [**PAGES 184-189**]

## **Notes**

October 26, 2010 - The committee voted to forward this item to Council without a recommendation.

First Reading: November 16, 2010

Second Reading:

Third Reading:

Public Hearing:

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-10HR**

**AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 5, ANIMALS AND FOWL, SO AS TO SPECIFY AUTHORITY OF OFFICER, CONDITIONS OF IMPOUNDMENT AND REDEMPTION OF ANIMALS, AND MAKE CLARIFICATION PERTAINING TO OWNER RESPONSIBILITIES.**

WHEREAS, the County and City have co-located Animal Services in one facility for the efficiency of operations and to provide streamlined customer service that will expedite the redemption of lost pets and increase adoptions.

WHEREAS, through intergovernmental agreement between the County and City, the City's policies and ordinances will apply to operations of the animal shelter.

WHEREAS, in order to protect the health, safety and welfare of employees, persons and other animals, Council believes that it is in the best interest of all involved to amend the current County ordinances in Chapter 5 of the Richland County Code of Ordinances.

WHEREAS, Council wishes to ensure health, safety and welfare of animals in the County by requiring citizens to provide adequate shelter as defined in Chapter 5, or the County ordinance.

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

SECTION I. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-1, Definitions; is hereby amended to read as follows:

**Sec. 5-1. Definitions.**

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

*Abandon* shall mean to desert, forsake, or intend to give up absolutely an animal without securing another owner.

*Abuse shall mean the act of any person who deprives any pet of necessary sustenance or shelter, or inflicts unnecessary pain or suffering upon any pet, or causes these things to be done.*

*Animal* shall mean, in addition to dog and cat, any organism of the kingdom of Animalia, other than a human being.

*Animal care officer* shall mean any person employed by the county to enforce the animal care program.

~~*Animal shelter*~~ *Animal care facility* shall mean any premises designated by the county for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this chapter.

*At large* shall mean a pet running off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other similar restraining device.

*Nuisance* shall mean an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

*Owner* shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her.

*Pet* shall mean a domestic dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

*Shelter shall mean any structure appropriately sized for the pet to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for entry and exit and a dry floor so as to protect the pet from the elements of weather.*

*Under restraint* shall mean a pet that is on the premises of its owner or keeper by means of a leash, fence or other similar restraining device, or is on the premises of its owner or keeper and accompanied by the owner/keeper, or a pet that is off the premises of its owner or keeper but is accompanied by its owner or keeper and is under the physical control of such owner or keeper by means of a leash or other similar restraining device.

SECTION II. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-3, Exemptions from differential licensing; is hereby amended to read as follows:

Sec. 5-3. Exemptions from differential licensing.

(a) The following classifications of owners of pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their pet but will pay only a fee of four dollars (\$4.00) for each license and will not be required to have the pet spayed/neutered:

- (1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery;
- (2) Any owner of one or more purebred pets who can furnish proof of participation in nationally recognized conformation or performance events; ~~or~~

~~(3) Any owner of a dog that is currently being used for hunting purposes and is properly registered with the South Carolina Wildlife Department the South Carolina Department of Natural Resources and whose owner has a valid South Carolina hunting license.~~

(b) Any individual who is handicapped and who owns a dog which is used for seeing, hearing, or other such assistance purposes shall be required to obtain an annual license but shall not be required to pay any license fee.

(c) The county animal care department shall obtain the name and address of each party to whom a license and tag have been issued under the provisions of this section and shall keep the same on file in the offices of the department for the purpose of identification.

SECTION III. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-3, Exemptions from differential licensing; is hereby amended to read as follows:

Sec. 5-5. Running at large – restraint.

(a) All domestic animals must be kept under restraint or confinement. Any domestic animal not so restrained will be deemed unlawfully running at large in the unincorporated area of the county. Provided, however, this subsection shall not apply to domestic cats that have been spayed or neutered.

(b) Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, or lure courses shall not be considered "at large."

(c) If an animal care officer witnesses an animal not under restraint, the officer may exercise the authority to pursue the animal onto private property; provided, however, that the officer shall not pursue the animal into a fenced yard or private dwelling. Such pursuit shall end at such time as the animal is no longer at large and/or is under restraint.

SECTION IV. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-7, Injured or diseased pets; is hereby amended to read as follows:

Sec. 5-7. Injured or diseased pets.

Anyone striking a pet with a motor vehicle or bicycle shall notify the county animal care department who will then take action necessary to make proper disposition of the pet. Any pet received by the animal shelter care facility in critical condition from wounds, injuries, or disease ~~may receive sustaining treatment by a licensed veterinarian until such time as the owner of the pet is contacted. Any such pet in critical condition, as described in this section,~~ may be humanely destroyed if the owner cannot be contacted within five two (5 2) hours. If the pet is in severe pain it may be destroyed immediately.

SECTION V. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-13, Impounding; is hereby amended to read as follows:

Sec. 5-13. Impounding.

(a) Any animal found within the unincorporated area of the county in violation of the provisions of this chapter may be caught and impounded by county authorities. If an animal cannot be caught in a safe, efficient manner, animal care personnel may tranquilize the animal by use of a tranquilizer gun. The animal care ~~department facility~~ may, thereafter, make available for adoption or humanely destroy impounded animals not redeemed within five (5) days. Animals impounded at the City of Columbia Animal Shelter, which are deemed by the superintendent of animal services to constitute a danger to other animals or persons at the shelter, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(b) When a person arrested is, at the time of the arrest, in charge of an animal, the county animal care department may take charge of the animal and deposit the animal in a safe place of custody or impound the animal at its animal shelter.

(c) The county may transfer title of all animals held at its animal shelter after the legal detention period has expired and its owner has not claimed the animal.

~~(d) Immediately after impounding a pet that is wearing a rabies tag, a county license tag, or another identification tag, or a pet that has an implanted identification microchip or an obvious identification tattoo, a reasonable effort will be made to locate the owner and to inform him or her of the circumstances under which he or she may regain custody of the pet impounded by the county reflecting its disposition.~~

A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license or tag or rabies vaccination tag pursuant to section 5-2; or a traceable registration number, tattoo or microchip pursuant to S.C. Code Ann. 47-3-510 (Supp. 1999).

The owner of a positively identifiable impounded animal shall be notified at the owner's last known address by regular mail and registered mail that the animal has been impounded. The owner has 14 days from the date of mailing to contact the shelter for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees or other charges. If the owner does not make contact within 14 days of the date of the mailing, the animal will be deemed abandoned and becomes the property of the animal care department. For animals impounded at the City of Columbia Animal Shelter, the superintendent of animal services shall either place the animal for adoption or have the animal humanely destroyed, pursuant to S.C. Code Ann. 47-3-540 (Supp. 1999). Notwithstanding the above, animals impounded at the City of Columbia Animal Shelter, which are deemed by the superintendent of animal services to constitute a danger to other animals or persons at the shelter, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(e) Any animal found "at large" may be impounded by the animal care officer and may not be redeemed by its owner unless such redemption is authorized by the county animal care department, with assurance from the owner that proper care and custody will be maintained.

(f) Any animal surrendered to the animal shelter may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the animal concerned.

SECTION VI. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-14, Redemption; is hereby amended to read as follows:

**Sec. 5-14. Redemption.**

(a) The owner or keeper of any pet that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet at any time within five (5) days upon payment of a fee as follows:

- (1) For a pet that has been properly inoculated, licensed, microchipped, and neutered or spayed, the fee shall be \$10.00.
- (2) For other pets the fee shall be \$10.00 plus the appropriate license fee, the charge for rabies inoculation, ~~the cost of microchipping the pet a \$20.00 microchipping fee~~, and the cost of spaying or neutering the pet. No fertile pet shall be redeemed or adopted unless one of the criteria under the exceptions provisions in subsections 5-3 (a) (1) – (2) has been met. No pet will be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exceptions in subsections 5-3 (a) (1) - (2) when the animal has been impounded a second time for any violation of sections 5-4; 5-5; 5-6; 5-8; 5-9; 5-10; 5-11; 5-12 or 5-13.

(b) In addition to the redemption fee, an impound fee of \$20.00 and a board fee of ~~seven~~ six dollars (\$~~76~~.00) per day per pet shall be paid by the owner or keeper when a pet is redeemed.

(c) The fees set out in this section shall be doubled for any pet impounded twice or more within the same 12-month period.

SECTION VII. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-15, Adoption; is hereby amended to read as follows:

**Sec. 5-15. Adoption.**

(a) Any animal impounded under the provisions of this chapter may at the end of the legal detention period be adopted provided the new owner will agree to comply with the provisions contained herein.

~~(b) All adult pets adopted from the animal shelter shall be spayed or neutered, and inoculated against rabies.~~ Any adult pet surrendered to the shelter may be adopted at any time provided there is a completed and signed surrender form on file for the animal concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given



an appointment for a later time to have these procedures accomplished. In the event the animal is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) Fees for the adopted pets will be the same as those established for the redemption of impounded pets, together with a reasonable fee for microchipping.

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

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

SECTION X. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
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 of Action

**Subject**

Broad River Additional Access Timber Knoll Drive **[PAGES 191-193]**

**Notes**

November 23, 2010 - The committee recommended that Council approve the purchase of the additional fifty foot access parcel and the swap for the existing fifty foot easement on the treatment plant property. The vote was in favor.

## Richland County Council Request of Action

**Subject:** Broad River Additional Access  
Timber Knoll Drive

### **A. Purpose**

The purpose of this report is to request County Council's approval to purchase an additional fifty foot (50') wide access to the property that was subdivided for the Broad River Wastewater Treatment Plant Site.

### **B. Background**

Richland County purchased 50 acres of a 95 acre tract to construct the Broad River Wastewater treatment plant. A fifty foot (50') wide easement was reserved across the northwest property line of the 50 acre tract to allow access to the remaining 45 acres. This easement is heavily wooded and serves as a natural buffer between a densely populated subdivision and the wastewater treatment complex. If the easement is cleared for an access road, the residents of the subdivision will have an unobstructed view of the wastewater treatment plant structure and its security lighting.

### **C. Discussion**

An alternate access point to the remaining 45 acres has been identified off Timber Knoll Drive. The property is currently owned by Central Electric Power Cooperative, Inc. They have agreed to the sale of a fifty foot (50') wide parcel parallel to their southeastern property line. If purchased, this fifty foot (50') wide parcel can be swapped for the existing fifty foot (50') wide easement on the Broad River Treatment Plant site. The appraised value of the parcel is \$4,500.00. Central Electric has agreed to accept the appraised value to complete the Sale. See the attached map.

### **D. Alternatives**

1. Proceed with the purchase of the additional fifty foot access parcel and swap it for the existing fifty foot easement on the Broad River Wastewater Treatment Plant Site.
2. Do nothing which may allow the existing easement to be developed as an entrance road.

### **E. Financial Impact**

Funds are available in the Broad River Sewer System enterprise fund account number 530100 – Acquisition, to complete the transaction.

### **F. Recommendation**

It is recommended that County Council approve the purchase of the additional fifty foot (50') access parcel and the swap for the existing fifty foot (50') easement on the treatment plant property.

**Recommended by:** Andy H. Metts    **Department:** Utilities    **Date** 11/5/10

**G. Reviews**

Please indicate your recommendation with a  before routing to the next recipient. Thanks.

**Finance**

Reviewed by: Daniel Driggers

Date: 11/10/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available as noted

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 11/12/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation of approval is subject to the county receiving, in writing, an agreement from the owners of the 45 acre tract that they are willing to agree to this proposed swap.

**Administration**

Reviewed by: Sparty Hammett

Date: 11/15/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2010-2011 Utilities Fund Annual Budget to appropriate \$75,463 of Utilities Fund Interest for Broad River Capital Project Closeout **[FIRST READING] [PAGES 195-196]**

## **Notes**

November 23, 2010 - The committee recommended that Council re-encumber \$75,462.25 from the Broad River Capital Project fund balance to close out the previously existing contracts. The vote was in favor.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 UTILITIES  
FUND ANNUAL BUDGET TO APPROPRIATE \$75,463 OF UTILITIES FUND  
INTEREST FOR BROAD RIVER CAPITAL PROJECT CLOSEOUT.

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 seventy five thousand four hundred sixty three dollars (\$75,463) be appropriated to FY 2010-2011 Utilities Fund. Therefore, the Fiscal Year 2010-2011 Utilities Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 6,793,404
Appropriation of Utilities Fund Interest	<u>75,463</u>
Total Utilities Fund Revenue as Amended:	\$ 6,868,867

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 6,793,404
Increase to Utilities Fund	<u>75,463</u>
Total Utilities Fund Expenditures as Amended:	\$ 6,868,867

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2010

\_\_\_\_\_  
Michielle R. Cannon-Finch  
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 of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; Subsection (g), On-Premises Signs Permitted in Rural And Residential Districts; so as to establish the maximum height and square footage of signs for institutional uses in the RU Rural District **[FIRST READING] [PAGES 198-199]**

## **Notes**

November 23, 2010 - The committee recommended that Council approve the amendment to the Land Development Ordinance so as to establish the maximum height and square footage of signs for institutional uses (such as churches) in the RU Rural District and send it to the Planning Commission for their recommendation. The vote in favor was unanimous.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-180, SIGNS; SUBSECTION (G), ON-PREMISES SIGNS PERMITTED IN RURAL AND RESIDENTIAL DISTRICTS; SO AS TO ESTABLISH THE MAXIMUM HEIGHT AND SQUARE FOOTAGE OF SIGNS FOR INSTITUTIONAL USES IN THE RU RURAL DISTRICT.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-180, Signs; Subsection (g), On-premises signs permitted in rural and residential districts; is hereby amended by the addition of a new paragraph, to read as follows:

- (3) Signs for institutional uses. Signs relating to permitted institutional uses may be erected, subject to the following provisions:
- a. Maximum size. Fifty (50) square feet of total surface area per side per road frontage.
  - b. Number. One (1) sign per road entrance. Two (2) sides permitted per road frontage if affixed to masonry, brick, or wood fences. Such signs shall be limited to twenty (20) square feet each.
  - c. Type. Freestanding or wall.
  - d. Height. Wall signs shall not project above the roofline. Freestanding signs shall not exceed fifteen (15) feet above the ground level.
  - e. Location. Vision clearances established in Section 26-181(c) of this chapter shall be observed.

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 enforced from and after \_\_\_\_\_, 2011.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
\_\_\_\_\_, Chair

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

OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 7, 2010 (tentative)  
Public Hearing: January 25, 2011 (tentative)  
Second Reading: January 25, 2011 (tentative)  
Third Reading: February 1, 2011 (tentative)

# Richland County Council Request of Action

## **Subject**

Regulations for Boarded up Structures **[PAGES 201-211]**

a. The Unsafe Housing Procedures **[PAGES 201-206]**

b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; so as to provide regulations for boarded-up structures **[FIRST READING] [PAGES 207-211]**

## **Notes**

November 23, 2010 - The committee recommended that Council delete Section 13 (Establishment of Regulations for Boarded-Up Structures) from the proposed Unsafe Housing procedures and amend the Richland County Code of Ordinances to provide regulations for Boarded-Up structures. The vote in favor was unanimous.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

# **Department of Building Codes and Inspections**

## **Unsafe Housing Procedures**

### **SECTION 1. PURPOSE**

The following policies and procedures are implemented for the Unsafe Housing Abatement Program and for the enforcement of the current adopted edition of the International Property Maintenance Code and the County's Building Ordinances contained in Chapter 6 (Buildings and Building Regulations) of this code.

### **SECTION 2. POLICY**

It is the policy of the County's Unsafe Housing Abatement Program to seek voluntary compliance with these provisions, but to provide an effective means of enforcement if such compliance is not obtained.

### **SECTION 3. DEFINITIONS**

For the purpose of these procedures, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Affected department" means whichever of the following County departments have the responsibility to administer or enforce the applicable provisions of this code: Building Codes and Inspections, Fire Marshal, Planning, Public Works, or Sheriff's Department.

"Board up" means the boarding up of any means of egress and ingress, including, without limitation, windows and doors, to a structure or unoccupied residential structure.

"Code enforcement officer" means any person employed by the County and appointed to the position of code enforcement officer, as established by resolutions duly adopted by Richland County Council and assigned to the Unsafe Housing Division.

"Owner" means the holder(s) of the property deed or title in fee simple.

"Premises" means the real property, including any buildings, structures or other improvements situated thereon or affixed thereto, where any violation of any provision of Chapter 6 of the Richland County Code of Ordinances, or any of the building codes adopted therein, has or is suspected to have occurred or is suspected to be occurring. The premises may include public property to which a violator has access.

"Residential structure" means any building, structure, manufactured home or mobile home, or part thereof, intended to be used for human habitation and includes any appurtenances therewith including accessory structures.

"Unoccupied" means a residential structure that is not occupied or that is occupied by unauthorized persons.

"Violator" means an adult owner, tenant, occupant, resident or other person having possession, control or any other ownership interest in or the right of access to the

premises, excluding persons having only a security interest in the premises, who is suspected or alleged to have violated or to be in violation of any provision of Chapter 6 of the Richland County Code of Ordinances, or any of the building codes adopted therein. There may be one or more violators as to any particular offense.

## **SECTION 4. PROCEDURES**

### **A. Basic Standards and Maintenance.**

1. The owner of every premise within this County shall be responsible for the basic standards and maintenance thereof in a manner required by the applicable provision of Chapter 6.
2. No building, structure, manufactured home or premises shall exist, or be permitted to exist, in a defective, unsafe, unsecured or unsanitary condition, or without provision for adequate safe egress, or in a condition which constitutes a fire hazard or other danger to human life, or which in relation to existing uses, immediate or in the vicinity, constitutes a hazard to the safety, health, property or welfare of the occupant or the public by reason of inadequate maintenance, dilapidation, abandonment, vandalism or deterioration, or in any manner contrary to applicable provisions of Chapter 6, thereby constituting a public nuisance.
3. Whenever it is determined that any of the conditions exist as described above, the powers of the Housing Official or designee(s) may be exercised to repair, close or demolish any such dwelling or other structure in the manner hereinafter provided.

### **B. Complaint Notice and Order Required.**

1. Whenever a complaint or petition is received by the Unsafe Housing Division, charging that any dwelling or other structure is unfit for human habitation, the Code Enforcement Officer shall, if the investigation discloses a basis for such charges, issue and cause to be served upon the owner of, and all parties in interest in, such dwelling or other structure a Complaint Notice of violation in letter form, which shall expressly state that: 1) the person is in violation of such code section of the International Property Maintenance Code as is applicable adopted in Chapter 6; and 2) the violation shall be abated by specified action; and 3) unless such violation is so abated within a specified time, said person may be issued a citation to appear in court for said violation and for failing to comply with said notice. The notice shall include the name and phone number of the departmental employee from who further information may be obtained.
2. Such notice shall also contain information regarding a hearing that will be held before the Housing Official or designee(s) not less than ten (10) days nor more than thirty (30) days after the service of such notice or letter; that the owner and parties in interest shall be given the right to file an answer to the

complaint in letter form and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in such hearings. In the event an emergency arises whereby it appears that human life or safety is involved, the building official or housing official may shorten the notice of hearing to no less than one (1) day with approval of the Director and/or Building Official.

3. After such notice and hearing, if the Housing Official or designee(s) determines that a dwelling or other structure under consideration is unfit for human habitation, it shall be stated in writing, such writing to include the findings of fact in support of such determination; and this writing shall be issued and caused to be served upon the owner of such property in the form of an order. Any person occupying said structure shall be required to vacate the premises.
4. If the repair, alteration, or improvement of the dwelling or other structure can be made at a reasonable cost in relation to the value of the dwelling or other structure, the owner shall be required within the time specified in such order, to repair, alter or improve such dwelling or other structure to render it fit for human habitation or to vacate and close the dwelling or other structure as a human habitation.
5. If the repair, alteration or improvement of the dwelling or other structure cannot be made at a reasonable cost in relation to the value of the dwelling or other structure, the owner then shall be required, within the time specified in the order, to remove or demolish such dwelling.
6. If the violation has not been abated within the specified time stated in the order, a summons shall be issued. Upon conviction of said violation, penalties shall be imposed as found in Section 1-8 of the Richland County Code of Ordinances.

### **C. Exceptions**

Notwithstanding the provisions of section 4.B, above, no notice need be given, and a Code Enforcement Officer may immediately issue a citation, when there is reasonable basis to believe that: 1) the violation constitutes an imminent threat to the health and safety of any person or persons, including that of the alleged violator, or to property; or 2) the violator may not remain in the county or may otherwise be difficult to locate at a later time.

### **D. Public Nuisance**

Any violation that continues in disregard of an Order issued pursuant to section 4.B., above, is declared to be a public nuisance and as such may be abated in the manner prescribed by law.

## **E. Service of Complaint Notice and Order**

A written Complaint Notice and Order hereunder shall be delivered to and/or served upon such persons either personally or by certified mail, but if the whereabouts of such persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the Housing Official shall make an affidavit to that effect. Then the serving of such notice or order upon such persons may be made by publishing it once each week for two (2) consecutive weeks in a newspaper printed and published in this area. A copy of such notice or order shall be posted in a conspicuous place on the premises affected by the notice or order. A copy of such complaint notice or order shall also be filed with the Richland County Clerk of Court and such filing of the notice or Order shall have the same force and effect as other lis pendens notices provided by law.

## **SECTION 5. POWERS AND DUTIES OF CODE ENFORCEMENT OFFICERS**

- A. Enforcement Duties.** Each Code Enforcement Officer shall have the duty to enforce the provisions of Chapter 6 of the Richland County Code of Ordinances.
- B. Right of Entry.** Whenever necessary to enforce any of the provisions of said Chapter 6, or any of the building codes adopted therein, or whenever a Code Enforcement Officer has reasonable cause to believe that there exists in or upon any premises any such violation which makes such premises unsafe, dangerous or hazardous, the code enforcement officer may enter such premises at all reasonable times to inspect the same or to perform any duty imposed upon the Code Enforcement Officer by these procedures; provided, that if such premises be occupied, he or she shall first identify himself or herself as a Richland County Unsafe Housing Code Enforcement Officer and request entry, and if such premises be unoccupied, he or she shall first make a reasonable effort to locate the violator and request entry. If such entry is refused, the Code Enforcement Officer shall have recourse to every remedy provided by law to secure entry.
- C. Issuance of Citations.** Each code enforcement officer is authorized to issue citations for violations of the provisions of Chapter 6, or any of the building codes adopted therein, which they have the duty to enforce.
1. Prior to issuance of a citation, the Code Enforcement Officer shall identify himself or herself as a Richland County Unsafe Housing Code Enforcement Officer. The Code Enforcement Officer shall then request the alleged violator to present his or her driver's license or other satisfactory evidence of his or her identity for examination, and the alleged violator shall comply.
  2. The citation shall include the Code section that violated, and state a time and date and place at which the alleged violator shall appear in court to answer the charges stated in the citation. The appearance date shall be at least eighteen (18) days after the date of the citation.



**D. Refusal to sign citation.** The Code Enforcement Officer shall not take or attempt to take anyone into custody for refusing to present satisfactory evidence of his or her identity or for refusing to sign a citation. In such cases, the code enforcement officer may file the citation with the appropriate court as a complaint and may request the assistance of the Richland County Sheriff's Department, or may request the County attorney to prepare and file a complaint with the appropriate court.

## **SECTION 6. FOLLOW-UP INSPECTIONS**

Following the conviction of any violator in court, a Code Enforcement Officer shall make such follow-up inspections as necessary to determine that the violation has been abated and may issue such additional citations as are necessary to gain compliance with the applicable provisions of Chapter 6 of the Richland County Code of Ordinances, or any of the building codes adopted therein.

## **SECTION 7. CANCELLATION OF NOTICES**

Upon all work being completed to abate the violation and upon approval of the Code Enforcement Officer, the Code Enforcement Officer shall file a Cancellation of Notice, Order or Lis Pendens, with the Richland County Clerk of Court.

## **SECTION 8. REFUSAL TO ISSUE PERMIT, LICENSES OR OTHER ENTITLEMENT**

### **A. Refusal to Issue; Waiver**

1. Upon notification by an Unsafe Housing Code Enforcement Officer that violations exist, all departments and employees shall refuse to issue permits or licenses or entitlements involving the premises except those necessary to abate such violation.

## **SECTION 9. COUNTY TO REMOVE OR DEMOLISH A STRUCTURE**

If the owner fails to comply with the Order to repair, alter or improve, or to vacate and close the dwelling or other structure, the housing official or designee(s) may cause such dwelling or other structure to be to be vacated, removed or demolished. The housing official or designee(s) shall cause to be posted on each entrance of any dwelling or other structure so closed, a placard with the following words: "This property/structure has been declared unsafe and unfit for human occupancy; the use or occupancy of this structure for human habitation is prohibited and unlawful."

## **SECTION 10. REMOVAL AUTHORITY OF COUNTY.**

If such owner fails to comply with the Order to remove or demolish the dwelling, the building official, or other authorized representative, may cause such dwelling or other structure to be removed or demolished forthrightly.

**SECTION 11. COSTS; LIEN UPON PROPERTY.**

The amount of the cost of such vacating and closing, or removal or demolition, by the County shall be a lien against the real property upon which the cost was incurred, and such lien shall be recorded at the Richland County Register of Deeds.

**SECTION 12. NUISANCE ABATEMENT POWER OF COUNTY.**

- A. These Procedures shall not be construed in any way to impair or limit any and all powers of the County to define and declare nuisances and/or to cause their removal or abatement by summary proceedings or otherwise.
- B. The decision of what action to take with regard to such structure, upon failure of the owner to comply with the order/notice, shall rest solely with the County.
- C. A copy of the lien shall be forwarded to the County Finance Department. A statement for the cost(s) shall be mailed or personally served upon the owner or occupant, firm, or corporation, as the case may be, specifying that payment thereof shall be due within (20) days thereof. Upon failure of the owner or occupant to remit payment of such bill or statement within the prescribed time, the lien shall become collectable as prescribed by Richland County Policy.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODES; SO AS TO PROVIDE REGULATIONS FOR BOARDED-UP STRUCTURES.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; is hereby amended by the creation of a new section to read as follows:

**Sec. 6-84. Boarded-up structures.**

(a) Purpose. The purpose of this section is to promote the health, safety and welfare of the citizens of the county by establishing regulations for boarded-up structures in order to prevent their detrimental effects in the county's neighborhoods.

(b) Authority. The Housing Official or designee(s) shall be responsible for the administration and enforcement of the provisions of this section.

(c) Registration.

(1) No person or owner shall board up a structure or residential structure without registering the structure with the Housing Division no later than five (5) days after boarding the property.

(2) An application for registration must be made by the owner of the boarded up structure or residential structure on a form prescribed by the building department, and submitted to the division. The completed registration form shall contain at a minimum the following information:

a. The full name and mailing address of the owner;

b. The full address and tax parcel number of the residential structure to be boarded;

c. Telephone number at which the owner may be reached;

d. If the owner is a partnership or corporation, the owner shall designate one of its general partners or officers to act as its agent and provide the

present residence and business addresses and telephone numbers for the agent;

e. The owner's plan for the occupancy, repair or demolition of the structure or residential structure;

f. The owner's plan for regular maintenance during the period the structure or residential structure is boarded-up; and

g. Such other information as the department shall from time to time deem necessary.

(3) The owner, under this section, shall have a continuing duty to promptly supplement registration information required by this section in the event that said information changes in any way from what is stated on the original registration.

(4) Registration of a boarded up residential structure does not excuse the owner from compliance with any other applicable ordinance, regulation, or statute, including, without limitation, Chapter 6. By accepting an owner's registration, the Building Department has not determined that the residential structure being registered is in compliance with any applicable local or state regulation or law.

(d) Covering of any means of egress and ingress of structures.

(1) It shall be unlawful for any person to cover any means of egress or ingress of a structure so as to secure the structure without first obtaining a permit to do so from the Building Codes and Inspections Department. The permit fee shall be \$25.00 for residential buildings and \$50.00 for mixed-use and commercial buildings. The permit shall authorize the owner to board the structure in conformance with the "National Arson Prevention Initiative" Board-Up Procedures.

(2) All boarded material shall be painted so as to match either the dominant color of the exterior of the structure or the color of the trim of the building, if any.

(3) Permits issued pursuant to this section shall be valid for no more than ten (10) days.

(4) Upon issuance of a permit pursuant to this section, the Housing Official shall list the property on the "Boarded-up Structure Inventory".

(5) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover, for a period in excess of sixty (60) days, any means of egress

or ingress of any structure that is not in compliance with the International Property Maintenance Code or other applicable codes adopted.

(6) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover any means of egress or ingress of any structure with any material other than materials conforming to the International Residential Code.

(e) Requirements; time limit.

(1) An owner who registers a boarded up structure or residential structure pursuant to subsection (c), above, must comply with the guidelines for boarding up structures established in subsection (d), above.

(2) An owner's registration of a boarded up residential structure shall expire six (6) months from the date of registration with the department and may not be renewed unless approved by the Housing Official or designee(s).

(f) Grace period. Any owner or person, who has boarded up a structure or residential structure prior to the adoption date of these Procedures by County Council, shall comply with the procedures contained herein within sixty (60) days after this adoption date. If after sixty (60) days, an owner has failed to register the structure, the owner shall be in violation of the International Property Maintenance Code.

(g) Inventory of improperly boarded structures; notification of owners.

(1) Not less than every sixty (60) days following the adoption of these Procedures, the Housing Official shall update the "Boarded-up Structure Inventory," and shall cause notice of these Procedures and the property owner's obligation to comply with the same, to be mailed by first class certified mail, return receipt requested, to all property owners whose structure is added to the inventory.

(2) In the event an owner of a structure that appears on the "Boarded-up Structure Inventory" cannot be located so as to notify the owner of these Procedures, service of notice by publication in the same manner as prescribed by the South Carolina Rules of Civil Procedure is authorized.

(h) Violations.

(1) It shall be unlawful for the owner of a boarded up structure or residential structure to fail to register such structure with the department as required by subsection (c), above, except as otherwise provided herein.

(2) It shall be unlawful for an owner who has registered a boarded up residential structure to leave the structure boarded up after the expiration of the registration as set forth in subsection (e), above.

(3) It shall be unlawful for an owner to board up a structure or residential structure in a manner that does not comply with this section unless the owner has obtained the Housing Official's prior written approval for an alternative method of boarding up a structure or residential structure.

(i) Notification of violation.

(1) The Housing Official shall, on the expiration of one hundred eighty (180) days following the listing of a structure on the "Boarded-up Structure Inventory", give the owner notice of violation of this Section. Such notice shall state that the owner must within thirty (30) days of the notice, remove the non-conforming materials from any means of egress or ingress and replace the same with conforming materials which conform to the International Building Code and that the structure is in compliance with the International Property Maintenance Code.

(2) Every day of noncompliance shall constitute a separate violation. The covering of any means of egress or ingress as provided under the provisions of this chapter does not stay enforcement of, or compliance with, any orders or notices by the Building Official or designee(s) or relieve any person or owner from complying with all other applicable local and state laws affecting structures and premises.

(3) Permits shall be obtained by a licensed contractor to abate the residential structure either through repair or demolition as required by Richland County ordinance and South Carolina rules and regulations.

(j) Manufactured homes. Manufactured homes shall NOT be boarded for any reason and shall only be occupied as a residential structure as set forth by HUD Regulations. All vacant manufactured homes shall be in compliance with HUD regulations and the International Property Maintenance Code.

**Secs. 6-85–6-95. Reserved.**

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.

**DRAFT**

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2011.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2011

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:           December 7, 2010 (tentative)  
Second Reading:  
Public Hearing:  
Third Reading:

# Richland County Council Request of Action

**Subject**

Conservation Easement Donation of 60 acres near Abney Estates Development [**PAGES 213-228**]

**Notes**

November 23, 2010 - The committee recommended that Council approve the request to accept the conservation easement on 60 acres near Abney Estates Development. The vote in favor was unanimous.



## Richland County Council Request of Action

**Subject:** Shelley Conservation Easement Donation of 60 acres near the Abney Estates Development

### **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement donation on 60 acres in northern Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

### **B. Background / Discussion**

Mr. Mike Shelley, Ashley Oaks Development Corporation, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space next to the Abney Estates Development off Fulmer Road. The property is a critical segment of the Swygert Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District 2 where extensive development has occurred. Mr. Shelley would like to contribute to a new conservation image for their development community. We salute their donation and conservation values.

### **C. Financial Impact-None**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. No Commission funds are being used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The donation value based on a recent assessment is \$246,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, wildlife and valuable green space.

### **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

**E. Recommendation**

***"It is recommended that Council approve the request to accept this conservation easement on 60 acres owned by Mr. Mike Shelley.***

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	11-22-2010

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers	Date: 11/12/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Administration**

Reviewed by: Sparty Hammett	Date: 11/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this \*\* day of December, 2010, by Ashley Oaks Development Corporation ( Grantor ) of Blythewood, South Carolina to Richland County, ("Grantee").

### WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina of approximately Sixty (60) acres more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses which may be made of the Property.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et. seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2009, by the protection of wetlands, floodplains and upland buffers.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County

The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

The preservation of water quality related to the provision of buffering the Swygert Creek Watershed from development.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or historic resources of the Property are collectively referred to herein as the “conservation values” of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. Copies of the Baseline Report on file at the offices of the Grantee

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of One (1) dollar and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

*Richland County Tax Map Number 12400-02-04 or more particularly described in Attachment A*

## **1. Grant of Conservation Easement**

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of the nature and character described herein. Grantor will neither perform, nor knowingly allow other to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

## **2. Statement of Purpose**

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity which significantly impairs the conservation purpose of the Property shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the

purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

### **3. Rights and Responsibilities Retained by Grantor**

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and divide the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

### **4. Rights to Use Property for Traditional Purposes**

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

### **5. Right to Privacy**

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

### **6. Right to Use the Property for Customary Rural Enterprises**

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

### **7. Permission of Grantee**

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

### **8. Procedure to Construct Building and Other Improvements**

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – No new ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property.

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – No new residential dwellings may be constructed on the Property.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

## **9. Maintenance and Improvement of Water Sources**

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and are carried out in accordance with law. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

## **10. Water Rights**

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

## **11. Subdivision**

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The property may not be subdivided.

## **12. Conservation Practices**

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

## **13. Application of Waste Materials**

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

## **14. Forest Management**

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

## **15. Mining**

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.

## **16. Paving and Road Construction**

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads and barnyard areas indicated on the Baseline Report, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

## **17. Hazardous Waste**

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.

## **18. Ongoing Responsibilities of Grantor and Grantee**

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:

(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

## **19. Extinguishment of Development Rights**

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

## **20. Enforcement**

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:



(a) Money damages, including damages for loss of the conservation values protected by this Easement; and

(b) Restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

## **21. Transfer of Easement**

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

## **22. Transfer of Property**

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

## **23. Amendment of Easement**

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

## **24. Extinguishment**

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

## **25. Proceeds**

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated

under Paragraph 24 above, shall have a value equal to a percentage (the “Proportionate Share”) of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantor shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

## **26. Interpretation**

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

## **27. Successors**

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

## **28. Severability**

Invalidation of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

## **29. Notices**

Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:

To Grantor:

Mike Shelley  
P.O. Box 533  
Blythewood, SC 29016

To Grantee:

Director  
Richland County Conservation Commission  
2020 Hampton Street, Suite 3063A  
Columbia, SC 29204

### **30. Grantor's Title Warranty**

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except and hereby promises to defend the same against all claims that any be made against it.

### **31. Subsequent Liens on Property**

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

### **32. Subsequent Encumbrances**

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.

### **33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

### **34. Grantor's Environmental Warranty**

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

**34. Perpetuation of Easement**

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

**35. Acceptance**

As approved by the Richland County Council and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:

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

\_\_\_\_\_  
Ashley Oaks Development Corporation  
Mike Shelley

Accepted:

Witness:

\_\_\_\_\_

Richland County Council

By \_\_\_\_\_

**ATTACHMENT A**

I NEED

**Richland County, South Carolina Tax Map Number 12400-02004**

Acknowledgments

County of Richland  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

County of Richland)  
State of South Carolina)

Acknowledgments

County of Richland)  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation  
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is  
his/her free act and deed.





\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

Notary Public (SEAL)  
My commission expires:

# Open Space Plan

## Mount Valley Tract



-  floodway
-  wetlands boundary
-  flood plain
-  detention pond



-  **Area of Property**  
231.66 ac. (total)
-  **common area**  
60.94 ac./26.30% of total
-  **unusable common area**  
16.06 ac./26.35%  
(wetlands, floodway, detention ponds)



# Richland County Council Request of Action

**Subject**

Shelley Conservation Easement Donation of 82 acres near Ashley Oaks Development [**PAGES 230-245**]

**Notes**

November 23, 2010 - The committee recommended that Council approve the request to accept the conservation easement on 82 acres near Ashley Oaks Development. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Shelley Conservation Easement Donation of 82 acres near the Ashley Oaks Development

### **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement donation on 82 acres in northern Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

### **B. Background / Discussion**

Mr. Mike Shelley, Ashley Oaks Development Corporation, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space next to the Ashley Oaks Development off Fulmer Road. The property is a critical segment of the Beasley Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District 2 where extensive development has occurred. Mr. Shelley would like to contribute to a new conservation image for their development community. We salute their donation and conservation values.

### **C. Financial Impact-None**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. No Commission funds are being used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The donation value based on a recent assessment is \$329,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, wildlife and valuable green space.

### **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

**E. Recommendation**

***"It is recommended that Council approve the request to accept this conservation easement on 82 acres owned by Mr. Mike Shelley.***

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	11-22-2010

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers	Date: 11/10/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Administration**

Reviewed by: Sparty Hammett	Date: 11/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this \_\_\_ day of December, 2010, by Ashley Oaks Development Corporation ( Grantor ) of Blythewood, South Carolina to Richland County, ("Grantee").

### WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina of approximately 82 acres more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses which may be made of the Property.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et. seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2009, by the protection of wetlands, floodplains and upland buffers.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County

The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

The preservation of water quality related to the provision of buffering the Beasley Creek Watershed from development.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or historic resources of the Property are collectively referred to herein as the “conservation values” of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. Copies of the Baseline Report on file at the offices of the Grantee

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of One (1) dollar and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

*Richland County Tax Map Number 14900-01-31 or more particularly described in Attachment A*

## **1. Grant of Conservation Easement**

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of the nature and character described herein. Grantor will neither perform, nor knowingly allow other to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

## **2. Statement of Purpose**

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity which significantly impairs the conservation purpose of the Property shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the

purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

### **3. Rights and Responsibilities Retained by Grantor**

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and divide the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

### **4. Rights to Use Property for Traditional Purposes**

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

### **5. Right to Privacy**

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

### **6. Right to Use the Property for Customary Rural Enterprises**

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

### **7. Permission of Grantee**

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

### **8. Procedure to Construct Building and Other Improvements**

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A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – No new ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property.

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – No new residential dwellings may be constructed on the Property.

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## **9. Maintenance and Improvement of Water Sources**

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and are carried out in accordance with law. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

## **10. Water Rights**

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## **15. Mining**

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.

## **16. Paving and Road Construction**

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(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

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## **20. Enforcement**

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

(a) Money damages, including damages for loss of the conservation values protected by this Easement; and

(b) Restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

## **21. Transfer of Easement**

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

## **22. Transfer of Property**

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

## **23. Amendment of Easement**

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

## **24. Extinguishment**

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

## **25. Proceeds**

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated

under Paragraph 24 above, shall have a value equal to a percentage (the “Proportionate Share”) of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantor shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

## **26. Interpretation**

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

## **27. Successors**

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

## **28. Severability**

Invalidation of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

## **29. Notices**

Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:

To Grantor:

Mike Shelley  
P.O. Box 533  
Blythewood, SC 29016

To Grantee:

Director  
Richland County Conservation Commission  
2020 Hampton Street, Suite 3063A  
Columbia, SC 29204

### **30. Grantor's Title Warranty**

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except and hereby promises to defend the same against all claims that any be made against it.

### **31. Subsequent Liens on Property**

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

### **32. Subsequent Encumbrances**

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.

### **33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

### **34. Grantor's Environmental Warranty**

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

**34. Perpetuation of Easement**

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

**35. Acceptance**

As approved by the Richland County Council and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:

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

\_\_\_\_\_  
Ashley Oaks Development Corporation  
Mike Shelley

Accepted:

Witness:

\_\_\_\_\_

Richland County Council

By \_\_\_\_\_

**ATTACHMENT A**

I NEED

**Richland County, South Carolina Tax Map Number 14900-01-31**

Acknowledgments

County of Richland  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

County of Richland)  
State of South Carolina)

Acknowledgments

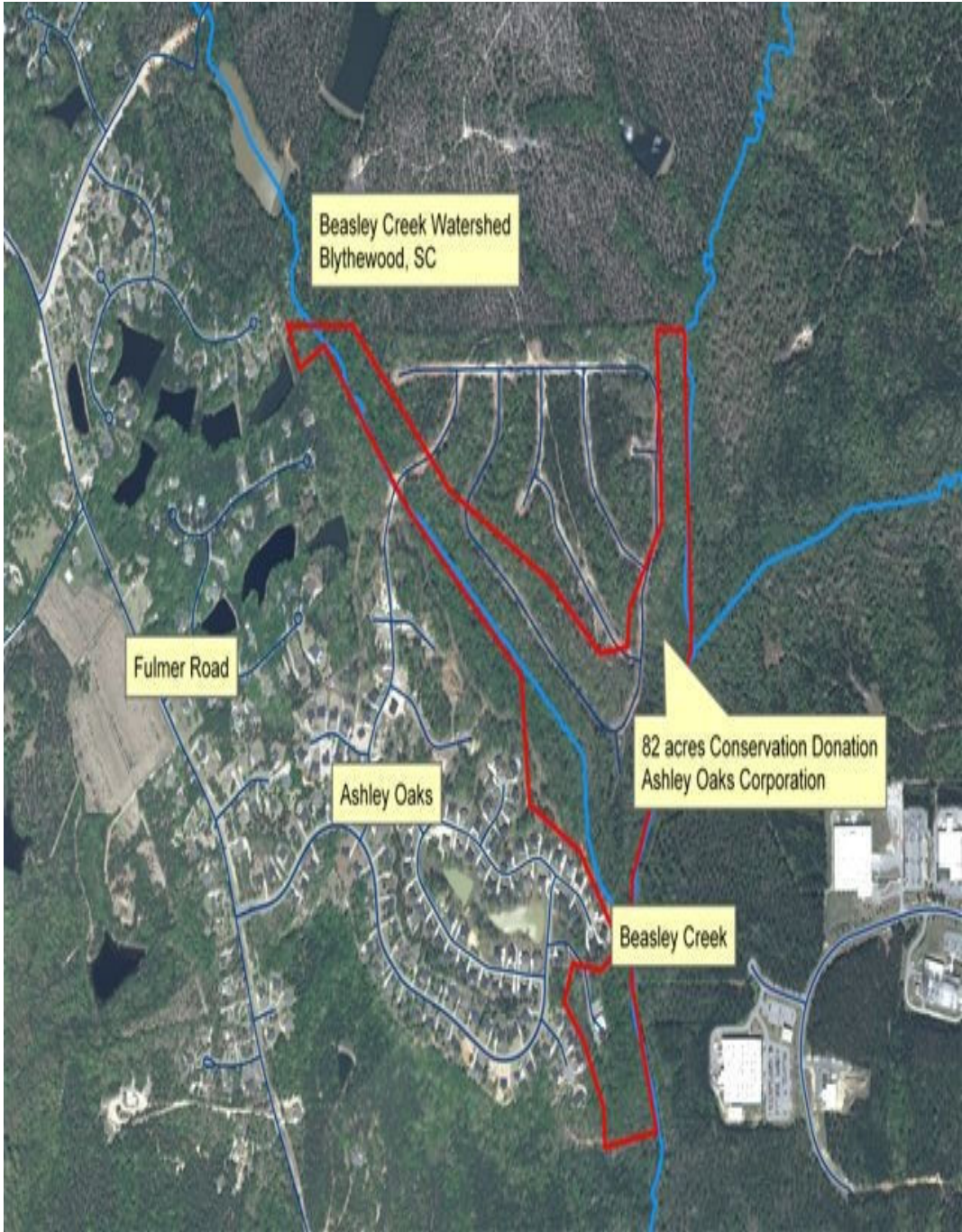
County of Richland)  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation  
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is  
his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

Notary Public (SEAL)  
My commission expires:





# Richland County Council Request of Action

**Subject**

Amendments to Industrial Park Covenants and Restrictions [**PAGES 247-248**]

## AMENDMENT TO COVENANTS AND RESTRICTIONS

THIS Amendment to Covenants and Restrictions for Richland Northeast Industrial Park is entered into to be effective as of the \_\_\_ of \_\_\_\_\_, 201\_\_, by the County Council for Richland County and serves to amend the covenants and restrictions filed in the Office of the Register of Deeds for Richland County in Book D 492, at page 27 and should be indexed accordingly.

### WITNESSETH:

WHEREAS, County Council for Richland County (the "County") has made and executed those certain "Covenants and Restrictions" (the "Restrictions") dated September 27, 1978 and filed in the Office of the Register of Deeds for Richland County in Book D 492, at page 27; and

WHEREAS, pursuant to a deed recorded on December 7, 2007 in Record Book 1382, at page 1697 (the "Deed") Zimmerman Investments, LLC, a South Carolina limited liability company ("Zimmerman"), purchased approximately 2.70 acres of land (the "Property"), as more particularly described in the Deed, from Bill Painter, LLC, successor in interest to the County by way of a deed recorded October 2, 2006 in the Office of the Register of Deeds for Richland County in Book 1235, at page 2889; and

WHEREAS, Zimmerman intends to sell the Property to a purchaser who intends to develop the Property for use as an automotive garage and for automotive repair, restoration, sales, and other uses permitted by the Richland County Zoning Ordinance; and

WHEREAS, Section 3 of the Restrictions provides that the Property subject to the Restrictions may only be used for industrial purposes; and

WHEREAS, Zimmerman has requested that the County modify the Restrictions to allow for the uses intended by the said purchaser as successor in interest to Zimmerman; and

WHEREAS, pursuant to Section 15 of the Restrictions, the County has the right to release or amend all or any portion of the Restrictions.

NOW THEREFORE, pursuant to the authority provided in Section 15, the Grantor hereby amends the Restrictions as follows:

1. Section 3 is amended as necessary to provide that the Property may be used as an automotive garage and for automotive repair, restoration, sales, and other uses permitted by the Richland county Zoning Ordinance

2. Except as amended herein, the balance of the Restrictions shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed this \_\_\_\_, day of December, 2010.

WITNESSES:

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

COUNTY COUNCIL FOR  
RICHLAND COUNTY:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND         )

ACKNOWLEDGMENT

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_, of County Council for Richland County, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the \_\_\_\_ day of December, 2010

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

# Richland County Council Request of Action

**Subject**

Midlands Workforce Board regarding background checks [**PAGES 250-251**]



**From:** Bonnie Austin [baustin@mwdb.org]  
**Sent:** Tuesday, November 16, 2010 12:23 PM  
**To:** MONIQUE WALTERS  
**Subject:** Fw: background checks

Monique,

I've talked with Peggy Torrey, the Deputy Executive Director at the SC Dept of Employment and Workforce, who is over the State WIA board. She stated that the State Board's potential members do have SLED background checks conducted prior to appointment to the State WIA Board. The Governor's office appoints those members and pays for the background checks.

We have three options to proceed.

1. The MWDB could pay for background checks. In order to do this, we would have to run them on every potential member regardless of which county is appointing them. This would require us to have all three Counties agree to do this and could quickly become very costly. (See the email below from Mary Jo Schmick, Operations Manager at the SC Dept of Employment and Workforce. That organization works with the State WIA Board and also asked the question of the US Dept of Labor.)
2. Richland County could pay for the background checks for those appointments only and it would not require any of the other Counties to follow suit.
3. We could proceed with appointments without any background checks.

If you know of any other options, please let us know. If we can provide any other information, please let us know.

Thank you for your help with this.

Bonnie Austin

----- Original Message -----

From: Schmick, Mary Jo <MSchmick@dew.sc.gov>  
To: Bonnie Austin  
Sent: Tue Nov 16 11:20:32 2010  
Subject: background checks

In a word: YES.

However, if this is something that your Board agrees to do, and you are going to use WIA funds, you must do it for ALL potential nominations, not just from one county. Also, it would need to be from Admin funds. For your protection, you should create a detailed policy to implement this. The whole thing could turn out to be very costly.

Mj

Mary jo Schmick

Local Operations Manager

SC Department of Employment and Workforce

Item# 36

Attachment number 1  
Page 1 of 2

1550 Gadsden St

Columbia, SC 29202

P: 803-737-2708

TTY: dial 771

An Equal Opportunity Employer / Program

Auxiliary aids and service available upon request to individuals with disabilities.

# Richland County Council Request of Action

**Subject**

Approved from the July 6, 2010 Council Meeting, Implementation of the Complete Streets Citizen Advisory Committee (CSCAC) and the Complete Streets Technical Advisory Committee (CSTAC) **[PAGES 253-254]**



**RICHLAND COUNTY COMPLETE STREETS PROGRAM**  
**Citizen Advisory Committee (CSCAC)**

**Background**

The term Complete Streets simply means that most new streets and roads as well as improved streets and roads, should be designed to safely accommodate pedestrians, bicycles and vehicles in that order of priority. There is no “one-size-fits-all” cross section of a complete street. Each street, or road, is designed for its unique conditions.

Implementation of complete streets policies results in pedestrians, bicyclists, motorist and public transportation users of all ages and abilities being able to safely move along and across a “complete street”. Numerous roadway studies found that streets designed with sidewalks, raised medians, better bus stop placement, traffic-calming measures and facilities to improve accessibility for disabled persons significantly improve pedestrian safety.

Complete streets implementation is mostly about changing the current practices and procedures of designing and constructing roadways. It requires patience and the involvement of a wide spectrum of interest groups.

**Milestones**

- March 3, 2009            The Richland County Council adopted a Strategic Plan containing five Strategic Priorities – Strategic Priority # 2 Improve Transportation Infrastructure, including a list of Desired Outcomes, one off which states “...A Complete Streets” initiative will be implemented to ensure that alternative modes of transportation, such as bike lanes and sidewalks, are integrated into all new major transportation projects...”
- September 1, 2009      A resolution was adopted which stated “...Richland County Council does hereby endorse and support the “Complete Streets” policy...The Public Works Department and the Planning & Development Services Department shall begin implementing changes...as soon as administratively possible after adoption of this Resolution...”
- July 6, 2010            County Council adoption of the Complete Streets Goals and Objectives. This document includes Goals, measureable Objectives and Effectiveness Measures to begin implementation of the Complete Streets Program. Goal 4 states “...Actively Engage All Affected Parties To Develop And Focus on Environmental, Health And Elderly Interests In All Phases Of Transportation Projects...”

**Citizen Advisory Committee (CSTAC) Function**

To represent citizens/consumer interests in the prioritization, planning, funding and implementation of transportation projects (*Objective 4A*)

**General Type of Representatives (not inclusive)**

Neighborhood groups – AARP – Accessibility advocates – Public health advocates - etc

**PDS Requested Actions:**

- Approval To Formally Establish the CSTAC
- Authorization to Initiate the Committee Appointment Process

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**RICHLAND COUNTY COMPLETE STREETS PROGRAM**  
**Technical Advisory Committee (CSTAC)**

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**Technical Advisory Committee (CSTAC) Function**

To represent private development interests and governmental interests in the prioritization, planning, funding and implementation of transportation projects (*Objective 4A*)

**General Type of Representatives (not inclusive)**

Local governments – SCDOT – Homebuilders Association - etc

**PDS Requested Actions:**

- Approval To Formally Establish the CSTAC
- Authorization to Initiate the Committee Appointment Process

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# Richland County Council Request of Action

**Subject**

Visit the term limits for boards and committees [JACKSON]

# Richland County Council Request of Action

**Subject**

Report of the Airport Commission:

- a. Curtis-Wright Hangar Lease **[PAGES 257-258]**

**Richland County Airport Commission  
Jim Hamilton – LB Owens Airport (CUB)  
Columbia, South Carolina**



**COMMISSION REPORT  
Airport Commission Special Called Meeting - 1:00 p.m.**

Date of Meeting: November 30, 2010  
Date of Report: December 2, 2010

Attachment: (a) Jack Lovelady letter to Milton Pope of November 16, 2010

The Richland County Airport Commission conducted a special called meeting at 1:00 p.m. on Tuesday, November 30, 2010 in the Large Conference Room in the Terminal Building at the Jim Hamilton – LB Owens Airport (CUB). A quorum of the Commission was present. The purpose of the meeting was to consider a request by the Celebrate Freedom Foundation (CFF) to terminate the lease agreement with the Richland County Council for the restoration of the historic Curtiss-Wright Hangar (CWH). A copy of the request to terminate the lease is attached.

The following Commission Members were present:

Merrill Donahoo, Chairman  
Dennis Dabney, CPA, Treasurer  
Russell Goudelock, Esquire, Secretary  
Don Purcell  
James Christopher  
John Mark Dean  
Peter Mayers

A motion was made by Commissioner Dean to accept the request by CFF and to recommend to Richland County Council that the existing lease be terminated effective January 15, 2011 as requested. The motion was seconded by Commissioner Purcell. The motion was approved unanimously.

**Christopher S. Eversmann, PE**  
Airport Director

**Russell Goudelock, Esquire**  
Commission Secretary

Jim Hamilton – LB Owens Airport (CUB)  
Columbia, SC

RCAC Report

Item # 39



# Celebrate Freedom Foundation®

A Non-Profit, Educational & Historical, 501-c-3 Corporation

Our Mission: To Educate Children \* Promote Patriotism

\* Honor the Military Past, Present & Future\*

1300 Pickens Street - Suite 200, Columbia, SC 29201

TEL @ 803-708-4752

FAX @ 803-708-4815



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**Bob Decker**  
Treasurer & CFO

**Michael Mika**  
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**Larry Russell**  
Executive Director

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### PROGRAM DIRECTORS

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**Bob Day**  
**Jim Filiatreault**  
**Vincent Stella**

November 16, 2010

Mr. Milton Pope  
Richland County Administrator  
2020 Hampton Street  
Columbia, SC 29204

Dear Mr. Pope:

Please accept this letter as our Foundation's official sixty day notice of cancellation of the lease with Richland County for the Curtiss Wright Hangar, effective January 15, 2011. The Foundation will have all of its property removed from the premises by December 31 and it will maintain utility services, electrical power and water, until that date. The county may take possession of the hangar on January 1 if desired.

The Foundation's notice to terminate its lease on the Curtiss Wright Hangar was arrived at following consultation with Richland County officials and community leaders who, along with Celebrate Freedom, believe that the restoration project can be more actively advanced by removing the current lease obligation.

The Celebrate Freedom Foundation remains committed to the common goal of restoring the hangar and it stands ready to assist Richland County in this effort in any capacity as deemed appropriate by the county. All documentation, grant requests and studies which were prepared and funded by the Foundation related to this project will be provided to you.

Your support of Celebrate Freedom and that of Richland County Government is greatly appreciated.

Very truly yours,

Jack G. Lovelady  
President

CC: John Lenti  
Bob Decker  
Larry Russell  
The Honorable Greg Pearce, Richland County Council  
Christopher Eversmann, Airport Director  
Merrill Donahoo, Richland County Airport Commission

[www.CelebrateFreedomFoundation.org](http://www.CelebrateFreedomFoundation.org)

Item# 39

Attachment number 2  
Page 1 of 1

# Richland County Council Request of Action

## **Subject**

- a. Resolution Honoring Earl Brown's 28 years of service to the COG [**HUTCHINSON & JACKSON**]
- b. Motion to pull the Heir Property Ordinance from the Planning Commission as it was deferred last month and today only three members of nine showed up. This would make ninety days before we get this back which is unacceptable [**JACKSON**]

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda