



## **Richland County Council**

### **Regular Session September 15, 2015 - 6:00 PM Council Chambers**

#### **Call to Order**

- 1** The Honorable Torrey Rush

#### **Invocation**

- 2** The Honorable Bill Malinowski

#### **Pledge of Allegiance**

- 3** The Honorable Bill Malinowski

#### **Presentation of Resolutions**

- 4**
  - a. Resolution honoring Robert Murphy for his years of service on the East Richland Public Service Commission [MANNING]
  - b. National Recovery Month Proclamation [MANNING]
  - c. A Resolution declaring the week of September 28th “Active Aging Week” [ROSE, PEARCE, JETER, MANNING, DICKERSON and DIXON]

#### **Approval of Minutes**

- 5** Regular Session: September 8, 2015[PAGES 7-20]

#### **Adoption of Agenda**

- 6**

#### **Report of the Attorney for Executive Session Items**



## **Richland County Council**

- 7
  - a. Proposed Transfer of Solid Waste Contract
  - b. Employee Grievances (2)
  - c. Water Park Evaluation Committee Recommendation
  - d. Threatened Litigation - Student Housing

### **Citizens' Input**

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

### **Report of the County Administrator**

- 9
  - a. Proposed Transfer of Solid Waste Contract
  - b. Recognition of Transportation Program Fall Interns
  - c. Employee Grievances (2)
  - d. Introduction of County Engineer

### **Report of the Clerk of Council**

10

### **Report of the Chairman**

11

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

- 12
  - a. An Ordinance Authorizing a lease to Columbia Area Mental Health for +/- 8,871 sq. ft. of space at 2000 Hampton Street, Third Floor

### **Approval of Consent Items**

- 13 An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 1A. Vector Control; so that a new department will be created [THIRD READING] [PAGES 21-23]



## Richland County Council

- 14** An Ordinance Amending the Richland County Code of Ordinances; so as to create a new chapter entitled "Chapter 8: Vector Control" [THIRD READING] [PAGES 24-28]
- 15** An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure [THIRD READING] [PAGES 29-68]
- 16** 15-32MA  
Jake Conyers  
RS-HD to NC (.70 Acres)  
5433 Farrow Rd.  
11612-05-13 [THIRD READING] [PAGES 69-70]
- 17** 15-33MA  
Homebody, LLC  
OI to RM-HD (.36 Acres)  
1652 Horseshoe Dr.  
17012-01-04 [THIRD READING] [PAGES 71-72]

### Third Reading

- 18** An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871± sq. ft. of space at 2000 Hampton Street, Third Floor [PAGES 73-85]

### Second Reading Items

- 19** An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A [PAGES 86-124]

### Report of Economic Development Committee

- 20** a. A Resolution approving the 2015 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [PAGES 125-



## **Richland County Council**

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### **Report of Rules & Appointments Committee**

#### **Notification of Appointments**

- 21** Building Codes Board of Appeals - 1 [PAGES 145-149]
  - a. Victor Snipes
  - b. Willie Farmer
- 22** Employee Grievance Committee Alternates - 2 [PAGES 150-156]
  - a. Kecia D. Lara
  - b. Tynika N. Legette
  - c. Betty Etheredge
- 23** Midlands Regional Convention Center Authority - 1 [PAGES 157-161]
  - a. Amber Martin
  - b. Tony Tam
- 24** Procurement Review Panel - 2 [PAGES 162-165]
  - a. Allen Brown

#### **Items for Action**

- 25** CMRTA Board Terms [PAGES 166-167]
- 26** Ordinance providing for the appointment of Ex Officio members to public bodies whose membership is appointed by the governing body of Richland County. The governing body of Richland County may appoint up to three (3) ex officio members to any board, commission, committee, entity or any other "public body" as defined in the South Carolina Freedom of Information Act whose members are appointed by the governing body of Richland County. Such ex officio members shall pursuant to Roberts Rules of Order have all the privileges of board (or other public entity) membership, including the right to



## **Richland County Council**

make motions and to vote and to participate in regular or special called meetings and executive sessions, but none of the obligations. Ex officio members have no obligation to participate and should not be counted in determining the number required for a quorum or whether a quorum is present at a meeting. When an ex officio member of any board, commission, committee, entity or any other public body ceases to hold the office that entitles him or her to such membership, his or her membership on the public body terminates automatically [WASHINGTON] [PAGES 168-169]

- 27 Modify the Rules of Council to allow Council to respond to citizens during the Citizens' Input portion of Council meetings [PEARCE] [PAGE 170]
- 28 Allow Council members to electronically participate in ad hoc committee meetings [WASHINGTON] [PAGE 171]
- 29 Grievance Committee [PAGES 172-173]

### **Report of the Dirt Road Ad Hoc Committee**

- 30 An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add language regarding a design exception for paved surface width [FIRST READING] [PAGES 174-176]

### **Citizens' Input**

- 31 Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

- 32 a. I move to propose an ordinance to impose regulations of motor vehicles parking on front lawns in certain residential zoning districts [JETER]

### **Adjournment**



## Richland County Council



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

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MINUTES

September 8, 2015  
6:00 PM  
County Council Chambers

*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*

#### CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

#### INVOCATION

The Invocation was led by the Honorable Jim Manning

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

#### APPROVAL OF MINUTES

**Special Called: July 28, 2015** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

**Zoning Public Hearing: September 28, 2015** – Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF THE AGENDA

Mr. Malinowski requested that the Agenda Item Coversheet and ROA be included in future agendas.

Mr. Pearce moved, seconded by Ms. Dixon, to adopt the agenda as published. The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Mr. Rose recognized Gray Grant was in the audience to observe the proceedings as a class assignment.



#### Committee Members Present

Torrey Rush, Chair  
Greg Pearce, Vice Chair  
Joyce Dickerson  
Julie-Ann Dixon  
Norman Jackson  
Damon Jeter  
Paul Livingston  
Bill Malinowski  
Jim Manning  
Kelvin E. Washington, Sr.

#### Others Present:

Tony McDonald  
Daniel Driggers  
Larry Smith  
Geo Price  
Sparty Hammett  
Warren Harley  
Dwight Hanna  
Beverly Harris  
Monique McDaniels  
Kimberly Roberts  
Amelia Linder  
Chad Fosnight  
Rob Perry  
Brandon Madden  
Roxanne Ancheta  
Cheryl Patrick  
Rudy Curtis  
Valeria Jackson  
Monique McDaniels  
Tammy Brewer

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

Ms. Helen Taylor Bradley spoke against the Lower Richland Sewer Project.

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

Mr. Smith stated the following items were potential Executive Session Items:

- a. **208 Plan Amendment**
- b. **Palmetto Health Contractual Matter**
- c. **Sellers vs. Richland County – Pending Litigation**
- d. **Threatened Litigation – Student Housing**
- e. **Sale of Curtiss-Wright Hangar**

**EXECUTIVE SESSION**

- a. **208 Plan Amendment** – No action was taken.
- b. **Threatened Litigation – Student Housing** – No action was taken.

**REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Presentation of FY16 Budget Book** – Mr. McDonald stated the budget book will be presented at the October 6<sup>th</sup> Council meeting.
- b. **Economic Development Director Resignation** – Mr. McDonald stated Mr. Nelson Lindsay, Economic Development Director, has accepted a position with the Department of Commerce.

**REPORT OF THE CLERK OF COUNCIL**

**REMINDER: 2015 Sickle Cell Walk, September 12<sup>th</sup>, St. Luke's Episcopal Church, 1300 Pine Street**

– Ms. McDaniels reminded Council of the upcoming Sickle Cell Walk on September 12<sup>th</sup> at 10 a.m.

**NAACP's 29<sup>th</sup> Annual Membership Appreciation Celebration Sponsorship Request** – Ms. McDaniels stated the NAACP has requested Council's sponsorship of the 29<sup>th</sup> Annual Membership Appreciation Celebration. The request is for \$2,500, which is the amount given in previous years.

Mr. Washington moved, seconded by Mr. Jackson, to sponsor the NAACP's 29<sup>th</sup> Annual Membership Appreciation Celebration at \$2,500. The vote in favor was unanimous.

**37<sup>th</sup> Annual Jubilee: Festival of Heritage Sponsorship Request** – Ms. McDaniels stated a sponsorship request for \$1,000 was received in reference to the 37<sup>th</sup> Annual Jubilee Festival.

Mr. Pearce moved, seconded by Mr. Malinowski, to direct Council members that wish to sponsor the event to do so from their discretionary accounts. The vote in favor was unanimous.

**Columbia Urban League's 48<sup>th</sup> Annual Fund Campaign and Equal Opportunity Day Dinner**

**Sponsorship Request** – Ms. McDaniels stated the Columbia Urban League has requested Council's sponsorship of the 48<sup>th</sup> Annual Fund Campaign and Equal Opportunity Day Dinner on November 3<sup>rd</sup>. The request is for \$2,000, which is the amount given in previous years.

Mr. Pearce requested the Columbia Urban League seat Council at a reasonable placing at the table and not near the exit.

The vote in favor of sponsoring the Columbia Urban League's 48<sup>th</sup> Annual Fund Campaign and Equal Opportunity Day Dinner for \$2,000 was unanimous.

**Introduction of Interns** – Ms. McDaniels introduced Ms. Shelly Price and Ms. Chardonay Ismail to Council.

**REPORT OF THE CHAIRMAN**

No report was given.

**OPEN/CLOSE PUBLIC HEARINGS**

- **An Ordinance Amending the Richland County Code of Ordinances; so as to create a new chapter entitled "Chapter 8: Vector Control" – No one signed up to speak.**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 1A. Vector Control; so that a new department will be created – No one signed up to speak.**
- **An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure – No one signed up to speak.**

**APPROVAL OF CONSENT ITEMS**

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 1A. Vector Control; so that a new department will be created [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; so as to create a new chapter entitled "Chapter 8: Vector Control" [SECOND READING]**
- **An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of**

Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure  
[SECOND READING]

- 15-32MA, Jake Conyers, RS-HD to NC (.70 Acres), 5433 Farrow Rd., 11612-05-13  
[SECOND READING]
- 15-33MA, Homebody, LLC, OI to RM-HD (.36 Acres), 1652 Horseshoe Dr., 17012-01-04  
[SECOND READING]

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

Mr. Malinowski requested clarification of the items in the bond issuance.

Mr. McDonald items on the bond issue list were the Sheriff's Vehicles, EMS ambulances, Sheriff's Vehicle Equipment and Building Improvement Bond for a total of \$7.3 million.

Mr. Livingston requested the bond issue list be included in the agenda packet for Third Reading.

<u>FOR</u>	<u>AGAINST</u>
Dixon	
Malinowski	
Rose	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Washington	
Jeter	

The vote in favor was unanimous.

### THIRD READING ITEMS

**Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to increase the percentage of the revenues generated by properties located in Richland County to be deposited in the Richland County Industrial Park Fund from three percent to seven percent; and other related matters** – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

**REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Land Option between Richland County and Boozer, et al** – Mr. Livingston stated the committee recommended approval of this item.

Mr. Lindsay stated the land will be utilized for the Pineview Industrial Park. There is approximately 160 useable acres and the remainder is either floodplain and/or wetlands.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

- b. Longbranch Farms Post-Closing Agreement** – Mr. Livingston stated the committee recommended approval of this item.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson requested the record to reflect Council’s votes on the items that were not “show of hand” votes. Mr. Rush clarified that this matter had been taken up by the Rules and Appointments committee.

**REPORT OF RULES AND APPOINTMENTS COMMITTEE**

**I. NOTIFICATION OF VACANCIES**

- a. Accommodations Tax - 1 (Applicant must have a background in the Cultural Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancy.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

- b. Business Service Center - 1 (Applicant must be a CPA)** – Mr. Malinowski stated the committee recommended advertising for the vacancy.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

- c. Hospitality Tax Committee - 3 (2 of the applicants must be from the Restaurant Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

- d. Internal Audit Committee - 1 (Applicant must be a CPA)** – Mr. Malinowski stated the committee recommended advertising for the vacancy.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

- e. Board of Zoning Appeals - 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

- f. East Richland Public Service Commission - 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

**II. NOTIFICATION OF APPOINTMENTS**

- a. **Employee Grievance Committee – 1** – Mr. Malinowski stated the committee recommended appointing Mr. Matthew Perkins.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

Mr. Malinowski stated those applicants not selected will be eligible for appointment pending a legal opinion from the Legal Department.

**III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE**

- a. **CMRTA Board Terms** – This item was held in committee pending the Legal Department forwarding a letter to the City advising them the current IGA regarding the CMRTA needs to have the terms addressed.
- b. **During the Citizens' Input portion of Council meetings, the two (2) minute timer should not start until after the citizen has stated their name and address [PEARCE]** – Mr. Malinowski stated the committee recommended approval of this item.

**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning

**AGAINST**

The vote in favor was unanimous.

- c. Modify the Rules of Council to allow Council to respond to citizens during the Citizens' Input portion of Council meetings [PEARCE]** – This item was held in committee.

**REPORT OF TRANSPORTATION AD HOC COMMITTEE**

- a. Riverbanks Zoo Project: Bridge Construction over Railroad – Contractor Quote** – Mr. Livingston stated the committee recommended approval of this item.

Mr. Perry stated there is 17.7% SLBE participation on this project. Corley Construction and Orian are the SLBE firms on the project.

Mr. Washington made a substitute motion, seconded by Mr. Jackson, to defer this item.

**FOR**

Jackson  
Washington  
Jeter

**AGAINST**

Dixon  
Malinowski  
Rose  
Pearce  
Rush  
Livingston  
Manning

The substitute motion failed.

Mr. Washington stated Ms. Tanner's report stated Rodgers did not make a good faith effort in reference to SLBE participation. He further expressed his frustration with the lack of SLBE participation on the transportation projects.

Mr. Perry stated Rodgers's original bid was for 4 days and garnered 12% SLBE participation. The bid was re-opened for a two-week period and the prequalification requirements were relaxed. The SCDOT reviewed the information to determine if a good faith effort was made by Rodgers. The SCDOT made a determination that a good faith effort was made by Rodgers.

Mr. Jackson requested in the future the consultant's original report be provided to Council and not a report amended by staff.

Mr. McDonald stated staff speaks frequently about increasing the small and local business participation numbers up. In reference to this item, staff went back to the contractor 3 times to attempt to bring the numbers up toward the 20% goal.

Mr. Perry stated if Orian had been equipped to do all of the concrete work on this project it would have brought the SLBE participation up to 32%.

Mr. Malinowski stated the SLBEs were emailed and advised the plans were available, were reminded about the deadline, given 3 extensions to allow more time to respond and then sent a final reminder; therefore, he believes a good faith effort was made by Rodgers.

Mr. Perry stated there are 10 contractors in the Richland County SLBE directory and 17 on the SCDOT list that are qualified to do transportation style work. In addition, this project would be deemed a specialized project due to the railroad tracks and pedestrian bridge with elevators.

Ms. Dixon inquired as to why Richland County is funding 100% of the project when part of the zoo is in Lexington County.

Mr. Perry stated the project was a \$4 million listed project in the transportation penny.

**FOR**

Dixon  
Malinowski  
Rose  
Pearce  
Rush  
Livingston  
Dickerson  
Manning  
Jeter

**AGAINST**

Jackson  
Washington

The vote was in favor.

Mr. Livingston moved, seconded by Mr. Malinowski, to reconsider this item. The motion failed.

**OTHER ITEMS**

**An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A [FIRST READING]** – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item until after Executive Session. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Rose, to approve First Reading of an ordinance authorizing a deed to Hanger Preservation Development, LLC. The vote was in favor.

**A Resolution to appoint and commission Sidra Nelson as a Code Enforcement Office for the proper security, general welfare, and convenience of Richland County** – Mr. Pearce moved, seconded Mr. Washington, to approve this item. The vote in favor was unanimous.

**CITIZENS' INPUT  
(Must Pertain to Items Not on the Agenda)**

Ms. Margaret Sumter spoke about not being able to use the Pinewood Lake facility for a meeting on September 5<sup>th</sup>.

Ms. Carol Eaddy inquired about placing the name Hopkins on the water tower.

**EXECUTIVE SESSION**

- a. **Palmetto Health Contractual Matter** – No action was taken.
- b. **Sellers vs. Richland County – Pending Litigation** – Mr. Livingston moved, seconded by Mr. Manning, to proceed as directed in Executive Session. The vote in favor was unanimous.
- c. **Sale of Curtiss-Wright Hangar** – Mr. Pearce moved, seconded by Mr. Rose, to approve the sale of the Curtiss-Wright Hangar.

**FOR**

Dixon  
Rose  
Pearce  
Rush  
Livingston  
Manning  
Jeter

**AGAINST**

Malinowski  
Jackson  
Dickerson

The vote was in favor.

**MOTION PERIOD**

**Any developer who does not fulfill their obligations regarding road construction or maintenance prior to turning roads over to Richland County, will have the name of the company and primary owners placed on a list in Richland County and will be prohibited from receiving approval for future developments until they have cured the original problems according to county requirements [MALINOWSKI]** – This item was referred to the D&S Committee.

**A Resolution declaring the week of September 28<sup>th</sup> “Active Aging Week” [ROSE, PEARCE, JETER, MANNING, DICKERSON and DIXON]** – Mr. Manning moved, seconded by Mr. Livingston, to adopt a resolution declaring the week of September 28<sup>th</sup> as “Active Aging Week”. The vote in favor was unanimous.

**Move for a resolution honoring Ada Harper James for her distinguished 21 years of service to the Honorable Judge Casey Manning at the Richland County Judicial Center [ROSE]** – Mr. Pearce moved, seconded by Ms. Dixon, to adopt a resolution honoring Ada Harper James for her distinguished service to Judge Casey Manning. The vote in favor was unanimous.

**Move Council to name courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom in honor of her distinguished 21 years of service to the Honorable Judge Casey Manning and Richland County** – This item was referred to D&S Committee.

**Move to have staff explore all options to provide County assistance with an important public housing project. The Columbia Housing Authority (CHA) completed its Choice Neighborhoods Plan in August, 2014. HUD awarded the Planning Grant to CHA in 2012 for this project. The CHA plans to demolish Gonzales Gardens (GG) and Allen-Benedict Court (ABC) public housing communities as soon as funding is available. In preparation for losing 520 units, the CHA is currently identifying housing to purchase so GG/ABC residents can be relocated. CHA purchased a 123 units at Village at Rivers Edge. CHA plans to acquire and/or construct an additional 127 units of housing in the near future, but that still leaves the need for 270 more units for relocation purposes [ROSE]** – This item was referred to the D&S Committee.

**Hire a Consultant to conduct a training class for all Council Members on the County Administrator form of government; Implement a Council rule reinforcing the requirement that all Council members adhere to the County Administrator form of government; and Direct the County Administrator to implement and enforce an aggressive disciplinary policy for employees who break the chain of command and take personnel issues directly to Council members [MALINOWSKI]** – This item was referred to the A&F Committee.

**Resolution honoring Robert Murphy for his years of service on the East Richland Public Service Commission [MANNING]** – Mr. Malinowski moved, seconded by Ms. Dixon, to adopt a resolution honor Robert Murphy for his years of service on the East Richland Public Service Commission. The vote in favor was unanimous.

**Resolution supporting the National Association of Counties (NACo) “Stepping Up” Initiative to reduce the number of people with mental illness in jails [PEARCE]** – Mr. Pearce moved, seconded by Mr. Livingston, to adopt a resolution supporting NACo’s “Stepping Up” initiative to reduce the number of people with mental illness in jails. The vote in favor was unanimous.

**Review HR policy on any subjection to violate employees civil rights. Example signing documents or be fired except memos. There should be other means showing employees receipt of documents such as witness noting refusal to sign [JACKSON]** – This item was referred to the A&F Committee.

**Review and pursue the closure of all businesses operating without Richland County business license also businesses operating as other type business than that was approved. All SOB’s that violate Richland County Ordinance and State laws [JACKSON]** – This item was referred to the D&S Committee.

**POINT OF PERSONAL PRIVILEGE** – Mr. Jackson stated the gentleman at Pinewood Lake Park reported the incident to the law enforcement and they are looking into it. It was explained to the lady why the room could not be rented. She did not agree with the reason and that is why she is upset.

Mr. Livingston requested Mr. McDonald forward to him a copy of the operational agreement that we agreed to as it relates to the park.

Ms. Dickerson requested a copy as well.

**ADJOURNMENT**

The meeting adjourned at approximately 8:45PM.

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Torrey Rush, Chair

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Greg Pearce, Vice-Chair

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Joyce Dickerson

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Julie-Ann Dixon

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Norman Jackson

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Damon Jeter

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Paul Livingston

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Bill Malinowski

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Jim Manning

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Seth Rose

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Kelvin E. Washington, Sr.

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

## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 1A. Vector Control; so that a new department will be created [THIRD READING]

July 28, 2015: The Committee recommended that Council approve the ordinances to create Vector Control regulations and the Department of Vector Control as submitted.

FIRST READING: July 28, 2015

SECOND READING: September 8, 2015

THIRD READING:

PUBLIC HEARING: September 8, 2015

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; BY ADDING A NEW DIVISION ENTITLED 1A. VECTOR CONTROL; SO THAT A NEW DEPARTMENT WILL BE CREATED.

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 2, Administration; Article V, County Departments; Division 1, Utilities, Sections “2-189 – 2-191. Reserved” is hereby deleted in their entirety.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the creation of a new Division, to read as follows:

DIVISION 1A. VECTOR CONTROL

**Sec. 2-189. Creation; director.**

There is hereby created the department of Vector Control and the position of director of Vector Control. The director shall be appointed by and report to the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

**Sec. 2-190. Staff; personnel; compensation.**

The director of Vector Control shall have such staff and assistants as are necessary to the operation of the department and the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.

**Sec. 2-191. Responsibilities; powers; duties.**

Vector Control, and such employees of the department as are assigned to it, shall be charged with the following duties:

- (a) Management of the mosquito control program.
- (b) Provide technical advice and assistance about vectors to the county’s citizens.
- (c) Conduct vector-borne disease surveillance and response.

- (d) Enforce county ordinances related to vector control.
- (e) Other programs or functions assigned to the department by the county administrator or county council.

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 \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: July 28, 2015  
Second Reading: September 8, 2015 (tentative)  
Third Reading:

## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances; so as to create a new chapter entitled "Chapter 8: Vector Control" [THIRD READING]

July 28, 2015: The Committee recommended that Council approve the ordinances to create Vector Control regulations and the Department of Vector Control as submitted.

FIRST READING: July 28, 2015

SECOND READING: September 8, 2015

THIRD READING:

PUBLIC HEARING: September 8, 2015

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; SO AS TO CREATE A NEW CHAPTER ENTITLED “CHAPTER 8: VECTOR CONTROL”.

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 is hereby amended to read as follows:

**CHAPTER 8: VECTOR CONTROL**

**Sec. 8-1. Intent and application.**

The intent of this chapter is to protect the public health, safety and welfare by preventing or controlling the spread of vector-borne disease through the use of regulations, intervention, enforcement, education, advice and assistance. Where practicable and not likely to cause injury to the public health, in the sole opinion of the Director of Vector Control, the Vector Control Department shall first attempt to use education, intervention, and assistance to encourage voluntary compliance with the provisions of the chapter.

This chapter shall be applicable to all premises in unincorporated Richland County regardless of the use or zoning classification. In instances where a specific property use is regulated by the laws and regulations of the State of South Carolina, the Vector Control Department shall work in conjunction with the proper regulatory authority to remediate any violations of this chapter.

**Sec. 8-2. Definitions.**

*Harborage.* Any area, interior or exterior, which is maintained in a manner such that vectors will tend to live, nest, breed or seek shelter.

*Insect.* Any of the numerous small invertebrate animals generally having the body more or less obviously segmented, for the most part belonging to the Class Insecta, comprising six-legged, usually winged forms, as for example, flies and mosquitoes, and to other allied classes of arthropods whose members are wingless and usually have more than six legs, as for example, spiders, and ticks.

*Person.* An individual, partnership, co-partnership, cooperative, association, firm, company, public or private corporation, trust, estate, joint structure company or any other legal entity or its legal representative, agent or assigns.

*Premises.* A parcel of real property, including all buildings and structures located thereon. This term is used interchangeably with “Property.”

*Structure.* All parts of a building, whether vacant or occupied, in all stages of construction.

*Vector.* An organism that has the ability to transmit disease, including, but not limited to, mosquitoes, ticks, fleas, rats, etc..

*Waste.* Garbage, household trash, debris, commercial waste, yard waste, sewage, white goods, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, or semisolid matter.

### **Sec. 8-3. Minimum requirements.**

The provisions of this chapter shall govern the minimum requirements required to keep premises in a clean and sanitary condition so as not to adversely affect the public health or safety.

### **Sec. 8-4. Sanitation.**

All exterior property and premises shall be maintained in a clean, safe, and sanitary condition to the extent necessary to prevent vector breeding and harborage.

### **Sec. 8-5. Accumulation of waste.**

No person shall allow the accumulation or discharge of waste on any premises to the extent and in such manner as to create a harborage or breeding ground for rodents or other vectors.

### **Sec. 8-6. Insect and rodent harborage.**

(a) All premises, structures, and exterior property shall be kept free from insect and rodent harborage and infestation. All structures in which insects or rodents are found shall be promptly exterminated in such manner as will not be injurious to human health. After pest and rodent elimination, proper precautions shall be taken by the occupant to prevent re-infestation.

(b) The accumulation of water in which mosquito larvae may breed is prohibited.

(c) All premises shall be kept free from the excessive growth of weeds and rank vegetation where mosquitoes harbor.

(d) The maintenance of any barn, stable, chicken yard, manure pile, garbage receptacle, etc., in such manner that flies are in excess of reasonable acceptable levels, as

defined in the Vector Control Fly Protocol, as may from time to time be amended, is prohibited.

(e) No dead animals or parts thereof shall be left on any exterior premises for more than forty-eight (48) hours or thrown upon any street, road, or public place.

**Sec. 8-7. Swimming pools, spas, and hot tubs.**

Privately owned swimming pools, spas, and hot tubs shall be maintained in a clean and sanitary condition to the extent and in such manner so as to prevent vector breeding and harborage.

**Sec. 8-8. Duty to abate.**

It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any property to comply with the requirements of this chapter and take whatever action as may be necessary as often as may be necessary to prevent the breeding and harborage of vectors.

**Sec. 8-9. Enforcement; Abatement; penalties.**

(a) The Vector Control Director, or his/her authorized representative, shall have the authority to investigate threats or potential threats to the public health relating to vectors and potential vector transmitted diseases on any premises in unincorporated Richland County and to require abatement of conditions which violate the provisions of this chapter. As such, the Vector Control Director, or his/her authorized representative, shall, with proper consent, have the right of entry upon any premises where entry is necessary to carry out the provisions of this chapter. If consent for entry is not given or obtained by an authorized person, a search warrant shall be obtained by the Vector Control Director from a court of competent jurisdiction before entry onto the premises made.

(b) Whenever and wherever a condition shall exist which is determined by the Vector Control Director, or his/her authorized representative, to be a violation of this chapter, notice shall be given to the owner, lessee, occupant, or agent or representative of the owner setting forth the violation, and advising that the violation(s) must be corrected, the time allowed for such correction, and the necessary methods or means to be employed in the correction. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(c) Whenever and wherever a repeat violation of this chapter shall occur, where more than one Uniform Ordinance Summons has been issued on the same premises and/or on the same person, which, in the opinion of the Vector Control Director, or his/her authorized representative, constitutes a public health nuisance, it shall be his/her

duty to notify in writing the person or persons, firm or corporation, responsible for its continuance, of the character of the public health nuisance and give the person, persons, firm, or corporation a reasonable length of time to abate it. However, whenever and wherever a nuisance is of a character as to require, in the interest of the public health, immediate abatement or discontinuance, the Vector Control Director may bring a proceeding for immediate action in the magistrate's court for the abatement of such nuisance and the court may upon hearing and for good cause enjoin the continuance of the condition creating the nuisance, irrespective of all other remedies at law.

(d) Any person who fails to abate the violation or public health nuisance after notice shall be deemed guilty of a misdemeanor, issued a Uniform Ordinance Summons, and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both. Each day's continuing violation shall constitute a separate and distinct offense.

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 \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

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

OF \_\_\_\_\_, 2015

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

First Reading: July 28, 2015  
Second Reading: September 8, 2015 (tentative)  
Public Hearing:  
Third Reading:

## Richland County Council Request of Action

**Subject:**

An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure [THIRD READING]

July 28, 2015 – The Committee recommended that Council approve the Capital Projects list and bond ordinance as presented in the agenda packet.

FIRST READING: July 28, 2015

SECOND READING: September 8, 2015

THIRD READING:

PUBLIC HEARING: September 8, 2015

# Richland County Council Request of Action

**Subject:** Bond Issuance – 2015

**A. Purpose**

County Council is requested to approve the attached capital project list in conjunction with the bond ordinance for approximately \$7,000,000 as presented at the planning retreat to Council members by the County Administrator.

**B. Background / Discussion**

During the Council retreat in January 2015, the County Administrator provided Council with information about his capital needs assessment for County facilities. As discussed during the session, the maximum target County debt is \$15,000,000 but the County Administrator is recommending a planned bond issue for \$7,000,000 in the Fall of 2015. The recommendation is to only issue new debt for the projects currently committed and reserve the remaining capacity for future use.

During the discussion it was mentioned that the current bond market has shown very favorable rates but can be volatile. Estimates are that if the County issues the same \$7,000,000 now to take advantage of these low rates the County could save the taxpayer on the total cost over the life of this loan. Council expressed an interest in pursuing the favorable interest rates and requested that the bond ordinance be included in the Council agenda after the budget process.

The County Administrator presented the above funding plan in order to address the most pressing capital needs based on his assessment. The assessment was the culmination of several months of reviewing and assessing the department’s request as provided through the Capital Improvement Plan (CIP). The Administrator’s recommended capital project list is attached for discussion.

**C. Legislative / Chronological History**

This is a Staff initiated request; therefore, there is no legislative history.

**D. Financial Impact**

Maximum Target New Debt	\$15m
Administrator’s Recommended Debt issue	\$ 7m
Reserve capacity for future issue	\$ 8m

There is no additional financial impact based on the approval of the capital project list and maintains the same level of debt service. The financial impact of the bond issue cannot be determined until the bonds are issued; however, the preliminary analysis suggests the bond repayment could be absorbed within the current County debt service millage rate.

**E. Alternatives**

1. Approve the capital project list as recommended.
2. Approve an amended capital project list.

3. Defer the approval of the capital project list until a later time.
4. Do not approve a capital project list or associated bond ordinance at this time and not move forward.

**F. Recommendation**

It is recommended that Council approve Alternative 1 with a bond ordinance.

Recommended by: County Administration

Department: County Administration

Date: 6/3/14

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

## Attachment - Capital Project List

### Current Commitments 2015

Sheriff Department - Vehicle Replacement	\$2.5m
Sheriff Department - Vehicle Equipment	700k
Emergency Medical Services - Vehicle Replacement	2.0m
County Facility Improvement Plan	<u>2.1m</u>
Current Commitment	\$7.3m

DRAFT

## Additional Major Request

Voter Registration/Election Commission – New Facility	1.5m
Columbia Area Mental Health – New Facility	2.0m
Department of Social Services – New Facility	2 – 37m
CASA Department/Fostering Futures \$700k annual operating costs	2.0m
Treasurer Department – satellite office	1 – 1.5m
Sheriff Department – New Law Enforcement/Training Facility (\$66M requested in 2017)	8.0m
Sheriff Department – Other Vehicle equipment	160k
Sheriff Department – Crime Lab Equipment	350k
Sheriff Department – Crime Lab Expansion	1.0m
Sheriff Department - Airplane Replacement	1.0m
Sheriff Department – Technology Equipment	920k
<b>Emergency Operating Center - additional funding New Facility</b> (land purchased \$1.3m, bonds issued \$6m, current estimate \$17.5m)	<b>11.5m</b>
Emergency Medical Services – Storage Building/Garage	2.0m
Emergency Medical Services – Downtown Station	5.0m
Facility & Grounds – Pave parking Rosewood Boat Landing	675k

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,000,000 GENERAL OBLIGATION BONDS, SERIES 2015A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO; AND TO ADOPT WRITTEN PROCEDURES RELATED TO CONTINUING DISCLOSURE.

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

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

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

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

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

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2014, for purposes of computation of the County's constitutional debt limit, is \$1,551,127,959. Eight percent of such sum is \$124,090,237. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$57,740,000. Thus, the County may incur not exceeding \$66,350,237 of additional general obligation debt within its applicable debt limitation.

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

(g) The County Council has been adopted that it is in the County's best interested to adopt certain written procedures related to continuing disclosure as set forth herein.

(h) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$15,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine; and to adopt written procedures related to continuing disclosure.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$15,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$15,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2015A, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(h) of this Ordinance.

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

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

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

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

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

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person

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

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

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

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

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

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may

be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

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

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

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

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

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

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

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

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

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

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

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

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

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

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC

participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

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

County Council hereby adopts the following procedures relating to continuing disclosure for the Bonds and all future publicly-traded debt:

(a) The Chief Financial Officer or the equivalent thereto (the “CFO”) of the County shall be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the County or imposed upon the County by state or federal law or regulations. The CFO is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the CFO.

(b) The CFO shall acquire a clear understanding regarding the County’s continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association, the CFO shall participate in continuing education programs regarding continuing disclosure.

(c) For each issuance of bonds that involves a continuing disclosure obligation, the CFO shall review such continuing disclosure undertaking and discuss with the County's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

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

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

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

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

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

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

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

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

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

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC, as co-bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the Bonds. Co-disclosure counsel for the Bonds will be designated by the County Attorney. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signature Page to Follow]

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2015:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

FORM OF BOND

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 COUNTY OF RICHLAND  
 GENERAL OBLIGATION BONDS, SERIES 2015A

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2015.

[Redemption Provisions]

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)  
ATTEST:

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

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

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

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

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

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

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

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

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

[FORM OF ASSIGNMENT]

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

\_\_\_\_\_ (Name and address of Transferee)

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

Dated:

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

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

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

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

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

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

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

## FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on \_\_\_\_\_, 2015, enacted Ordinance No. \_\_\_\_\_ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$\_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2015A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

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

FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2015A  
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2015, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ General Obligation Bonds, Series 2015A, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ \_\_\_\_\_ General Obligation Bonds, Series 2015A, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

**PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.**

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

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: [To be provided]

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

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

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

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$\_\_\_\_\_ General Obligation Bonds, Series 2015A, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

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

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

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

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

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with the County's Co-Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17<sup>th</sup> Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net) or with the County's Financial Advisor, R. Michael Gallagher, Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (803) 765-1004; e-mail: [mike.gallagher@compassmuni.com](mailto:mike.gallagher@compassmuni.com).

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_, 2015, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2015 Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2015 Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

“Series 2015 Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for all Series 2015 Bonds to which the document applies.

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

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

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

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

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Bonds (including persons holding Series 2015 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2015 Bonds for federal income tax purposes.

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

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

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

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2015 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2015 Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2015 Bonds were issued.

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

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

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

## SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

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

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

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

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

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

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

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

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

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

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

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

### SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

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

True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

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

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

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

#### SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2015 Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2015 Bonds, or other material events affecting the tax status of the Series 2015 Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2015 Bonds, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

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

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

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for the Series 2015 Bonds as to which the provided information relates.

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

SECTION 7. Voluntary Filing.

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

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

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

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

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2015 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2015 Bonds, when the Issuer is no longer an obligated person with respect to the Series 2015 Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2015 Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2015 Bonds or under any other document relating to the Series 2015 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

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

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2015 Bonds or any other party. The Disclosure Dissemination Agent shall have

no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2015 Bonds.

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

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

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2015 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

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

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2015 Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2015 Bonds, and shall create no rights in any other person or entity.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: \_\_\_\_\_  
Name: W. Anthony McDonald  
Title: County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

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

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

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

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

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

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

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2015 Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.

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

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

\_\_\_\_\_

cc:

EXHIBIT C-1  
EVENT NOTICE COVER SHEET

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

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

---

Issuer's Six-Digit CUSIP Number:

---

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

---

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

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

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

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

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

Signature:

---

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

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

Date:

EXHIBIT C-2  
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

Signature:

\_\_\_\_\_

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

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

Date:

EXHIBIT C-3  
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

Signature:

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

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

Date:

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, \_\_\_\_\_, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$15,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

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

COUNTY COUNCIL OF RICHLAND COUNTY,  
SOUTH CAROLINA

## Richland County Council Request of Action

**Subject:**

15-32MA

Jake Conyers

RS-HD to NC (.70 Acres)

5433 Farrow Rd.

11612-05-13 [THIRD READING]

FIRST READING: July 28, 2015

SECOND READING: September 8, 2015

THIRD READING:

PUBLIC HEARING: July 28, 2015

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-15HR

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 # 11612-05-13 FROM RS-HD (RESIDENTIAL, SINGLE-FAMILY – HIGH DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL 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 described as TMS # 11612-05-13 from RS-HD (Residential, Single-Family – High Density District) zoning to NC (Neighborhood Commercial 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 \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

Public Hearing: July 28, 2015  
First Reading: July 28, 2015  
Second Reading: September 8, 2015 (tentative)  
Third Reading:

## Richland County Council Request of Action

**Subject:**

15-33MA

Homebody, LLC

OI to RM-HD (.36 Acres)

1652 Horseshoe Dr.

17012-01-04 [THIRD READING]

FIRST READING: July 28, 2015

SECOND READING: September 8, 2015

THIRD READING:

PUBLIC HEARING: July 28, 2015

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-15HR

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 # 17012-01-04 FROM OI (OFFICE AND INSTITUTIONAL DISTRICT) TO RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY 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 described as TMS # 17012-01-04 from OI (Office and Institutional District) zoning to RM-HD (Residential, Multi-Family – High 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 May 19, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

Public Hearing: July 28, 2015  
First Reading: July 28, 2015  
Second Reading: September 8, 2015 (tentative)  
Third Reading:

## Richland County Council Request of Action

**Subject:**

An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871± sq. ft. of space at 2000 Hampton Street, Third Floor

FIRST READING: July 21, 2015

SECOND READING: July 28, 2015

THIRD READING:

PUBLIC HEARING:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_ -15HR

AN ORDINANCE AUTHORIZING A LEASE TO COLUMBIA AREA MENTAL HEALTH CENTER, A DIVISION OF THE SC DEPARTMENT OF MENTAL HEALTH, FOR 8,871± SQ. FT. OF SPACE AT 2000 HAMPTON STREET, THIRD FLOOR.

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 County of Richland and its employees and agents are hereby authorized to lease 8,871± sq. ft. of space on the 3<sup>rd</sup> Floor of 2000 Hampton Street to COLUMBIA AREA MENTAL HEALTH CENTER, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
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:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**LEASE AGREEMENT**  
**(2000 Hampton Street – 3rd Floor)**  
(Columbia Area Mental Health)

This Lease Agreement entered into on this the \_\_\_\_\_ day of September, 2015, is by and between Columbia Area Mental Health Center (a division of the SC Department of Mental Health (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 8,871± sq. ft. of such Property to the Lessee for use as Adult Clinic Services; and

WHEREAS, the Lessee desires to lease property from the County for temporary relocation of the Columbia Area Mental Health Center; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 8,871± square feet of space on the 3rd Floor of the Property, as is further described on Exhibit A, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as Mental Health Clinic for Adult Services (the “Center”), which shall serve Richland County residents.

3. Term. The term of this Agreement shall begin October 1, 2015, and end at 11:59 P.M. on September 30, 2016, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated

herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall pay to County as rent \_\_\_\_\_/month. Said rental shall be payable monthly in advance. Said rent shall be considered delinquent if not received by the tenth (10th) day of the month.

5. Transition to Leased Premises. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90<sup>th</sup> day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term.

The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste or sharps waste, which shall be the sole responsibility of the Lessee), vacuuming and damp moping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Center and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs and liability of the Center shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Center may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Center employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss. Each party's policy shall contain a waiver of subrogation in favor of the other party, its officials, agents, temporary and leased workers and volunteers. Each party agrees to notify its insurer prior to policy inception of this waiver.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition, meaning that the County will not pay for or perform any improvements or modifications on the Leased Premises before Lessee takes possession. County and Lessee agree that for operation of the Center, Lessee requires certain improvements/modifications to the Leased Premises, which plans shall be pre-approved by the County Facilities Manager, and performed at Lessee's sole expense. The Lessee will obtain

written approval from the County Facilities Manager before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvements or modifications and shall utilize only Licensed and Bonded Architects, Engineers, and Contractors for the work. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any

court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County  
c/o W. Anthony McDonald, Administrator  
2020 Hampton Street  
Post Office Box 192  
Columbia, South Carolina 29202

2. If to Lessee, address to:

Stephen C. Hattrich, MHA  
2715 Colonial Drive  
PO Box 4440  
Columbia, South Carolina 29240

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Clinic to enter into this contract with the County. (b) By signing this contract, the County certifies that, as of the date the County signed, the County is not on the then current version of

the Iran Divestment Act List. (c) The County must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, the County is added to the Iran Divestment Act List. [02-2A077-1]. The Iran Divestment Act Certification is attached as an exhibit to this Agreement and is incorporated herein by reference.

17. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

a. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1].

b. The Open Trade Representation is attached as an exhibit to this Agreement and is incorporated herein by reference.

18. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

19. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency, Business Associate (as defined by HIPAA), or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COLUMBIA AREA MENTAL HEALTH**

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

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

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

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

Witnesses as to Richland County:

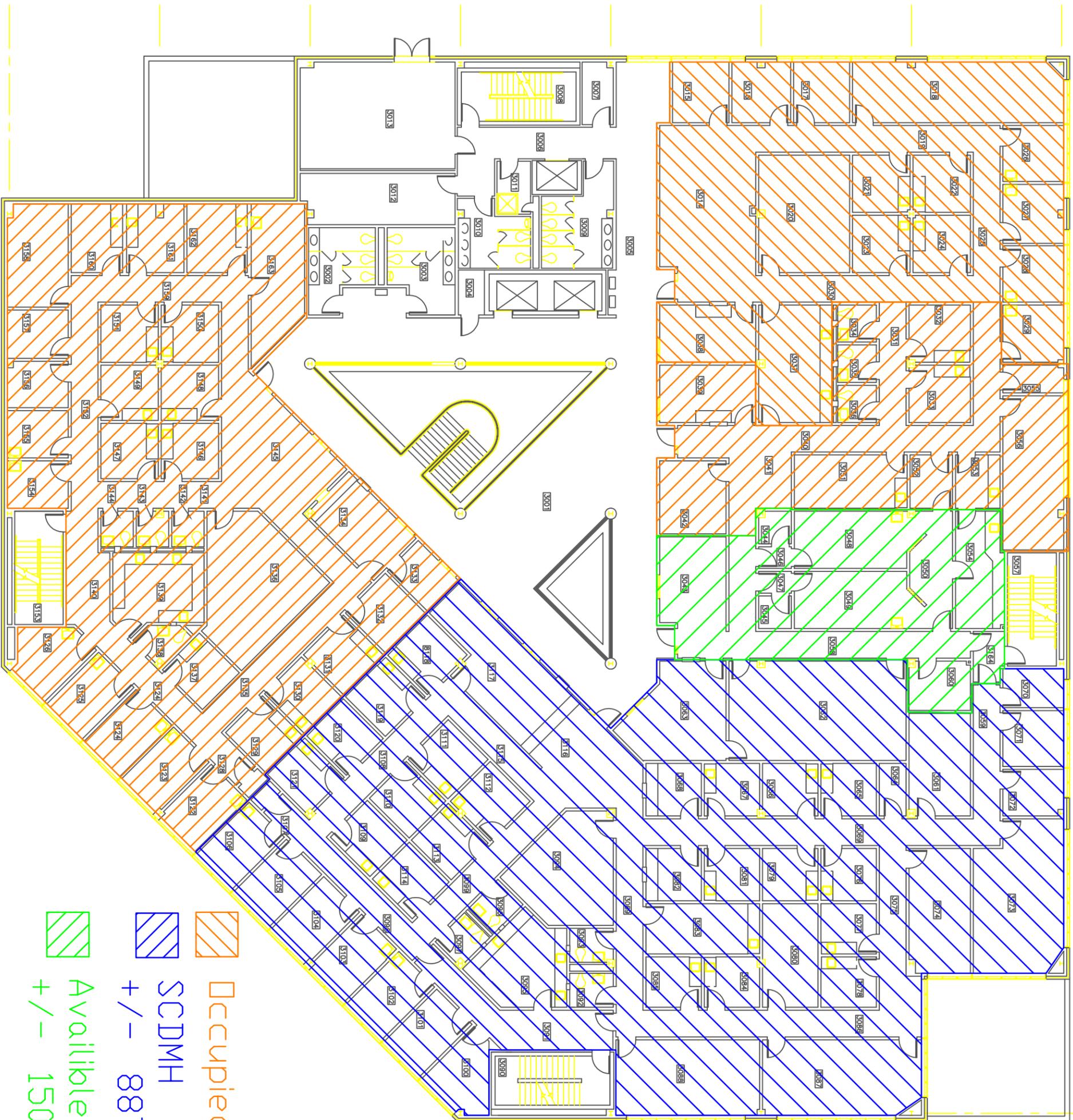
**RICHLAND COUNTY,  
SOUTH CAROLINA**

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

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

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

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



-  Occupied Space
-  SCDMH Space  
+/- 8871 SQ. FT
-  Available Space  
+/- 1509 SQ. FT

**IRAN DIVESTMENT ACT OF 2014  
(S.C. Code ANN §§ 11-57-10, et seq.)**

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Title of Person Signing	Date Executed

## OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

*The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.*

---

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	<i>[Not used]</i>

## Richland County Council Request of Action

**Subject:**

An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A

FIRST READING: September 8, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING:

## Richland County Council Request of Action

**Subject:** Curtiss – Wright Hangar

### **A. Purpose**

To seek approval from Richland County Council of the recommendation from the Richland County Airport Commission regarding the sale, restoration, and redevelopment of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB).

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

Since the withdrawal of the CW Hangar Partners, LLC from the contract to sell the Curtiss – Wright Hangar (CWH) for restoration, redevelopment, and reuse, the Airport Director has been approached by five interested parties who have expressed some level of interest in the Hangar.

Each of these parties were given opportunities to brief the Airport Commission and present proposals for their restoration plan. Of these five parties, the Hangar Preservation Development, LLC group has been the only one to actively and effectively market the Hangar to potential tenants, identify a tenant, and enter into negotiations with Airport Staff.

The Hangar Preservation Development, LLC is built around Brennan Works, LLC, an accomplished Columbia-based Architectural and Construction firm which “provides full-service design, development, program management, modular technology consulting and construction administration on a wide range of public and private sector projects nationally and internationally.”

Joining the group also is Robert Lewis, Esquire who is a recognized expert in the field of historic structure restoration tax credits and was heavily involved in the restoration of the 701 Whaley Street meeting venue. He is also a Board member of the Historic Columbia Foundation.

The negotiator of the Historic Preservation Easement was Mr Michael Bedenbaugh of the Palmetto Trust for Historic Preservation. The Palmetto Trust is the “qualified entity” that will be the custodian of the easement and, working with the State Historic Preservation Office (SHPO), will ensure the proper restoration and maintenance of the Hangar.

The Contract for Sale and Purchase of Real Estate is nearly identical to the contract previously approved by the Council with the CW Hangar Partners, LLC in July, 2013. In this contract, however, the seller (Richland County) will be responsible for the Historic Preservation Easement and the associated costs (\$15,000). It is recommended that the cost of the easement be paid with the proceeds from the sale of the Hangar (\$176,000).

Another difference is that the period of “due diligence” is only 60-days (as opposed to 180-days under the previous contract). A copy of The Contract for Sale and Purchase of Real Estate is contained in enclosure (1).

The Historic Preservation Easement is the legal instrument by which the Hangar will be restored and perpetually maintained in a historically accurate appearance. It also ensures that, if an additional structure were to be added to the property, it will not detract from the appearance of the restored Hangar. A copy of The Historic Preservation Easement is contained in enclosure (2).

Finally, though not yet prepared, a condition of sale is the granting of an avigation easement to protect the airspace over the parcel from penetrations and resulting obstructions.

Both of the enclosed documents have been recommended for approval by the Airport Commission and subsequently reviewed by Richland County Administration and Legal Department staff.

### **C. Legislative / Chronological History**

August 6, 2012 – RC Airport Commission votes to recommend to the RC Council to authorize negotiations for the sale and restoration of the Curtiss – Wright Hangar with the CW Hangar Partners, LLC.

July 10, 2013 – A Contract for the Sale and Purchase of Real Estate is executed by Richland County and CW Hangar Partners, LLC.

July 9, 2014 – CW Hangar Partners, LLC requests release from the contract.

August 19, 2015 – RC Airport Commission votes to recommend to the RC Council to approve the sale of the Curtiss – Wright Hangar to Hangar Preservation Development, LLC.

### **D. Financial Impact**

The known financial impacts to the County and Airport are as listed below:

- ➔ The sale price, based on Fair Market (Appraised) Value as required by the FAA, will be \$176,000.
- ➔ The cost of the Historic Preservation Easement will be \$15,000.
- ➔ The net gain in revenue to the County will be \$161,000.
- ➔ All development costs and capital improvements to the Curtiss – Wright Hangar will be paid for by Hangar Preservation Development, LLC;
- ➔ Sale of the property to a private developer will provide revenue to the airport fund as well as return property to the tax rolls;

- ➔ Direct and indirect positive economic impact (development project costs, operational costs, and jobs created) will be realized as well.

**E. Alternatives**

The alternatives available to County Council follow:

1. Approve the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.
2. Disapprove the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.

**F. Recommendation**

It is recommended that Council Approve the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.

Recommended by:	Department:	Date:
Christopher S. Eversmann, PE, AAE	Airport	August 31, 2015

Enclosure: (1) Contract for the Sale and Purchase of Real Estate  
(2) Historic Preservation Easement

**G. Reviews**

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

**Finance**

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

**Procurement**

Reviewed by: <u>Rodolfo Callwood</u>	Date:
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Grants**

Reviewed by: Sara Salley  
 Recommend Council approval  
Comments regarding recommendation:

Date:  
 Recommend Council denial

**Legal**

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

Date:  
 Recommend Council denial

**Administration**

Reviewed by:  
 Recommend Council approval  
Comments regarding recommendation:

Date:  
 Recommend Council denial

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_ -15HR

AN ORDINANCE AUTHORIZING A DEED TO HANGAR PRESERVATION DEVELOPMENT, LLC, FOR APPROXIMATELY 2.29 ACRES OF LAND, CONSTITUTING A PORTION OF RICHLAND COUNTY TMS # 13702-09-01A.

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 County of Richland and its employees and agents are hereby authorized to grant a deed to HANGAR PRESERVATION DEVELOPMENT, LLC, for certain real property known as a portion of Richland County TMS# 13702-09-01A and consisting of approximately 2.29 acres, as is more specifically described in Exhibit A, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_ , 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
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:

## CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the \_\_\_ day of August, 2015, by and between **Richland County Government** (hereinafter referred to as "Seller") and **Hangar Preservation Development, LLC** ("HPD") (hereinafter referred to as "Purchaser"). The "Effective Date" of this Contract shall be the date this Contract has been fully executed by both parties.

### WITNESSETH:

**THAT FOR** and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. **Description of Property.** The real property which is subject to this Contract consists of approximately 2.29 acres with 12,000 +/- square feet of improvements, at the corner of Jim Hamilton Boulevard and Airport Road in Columbia, South Carolina. Identified as a portion of the Richland County Tax Map Number R13702-09-01A (hereinafter referred to as the "Property"). (See Exhibit A)

2. **Purchase Price.** The Purchase Price for the fee simple estate shall be **One Hundred and Seventy-Six Thousand 0/100 (\$176,000) Dollars** and shall be paid by the Purchaser as follows: **Five Thousand Dollars 0/100 (\$5,000.00)** in Earnest Money down payment (the "Earnest Money"), which shall be paid by Buyer immediately upon the full execution of this Contract by both parties, to be held by an escrow agent chosen by seller ("Escrow Agent") until the purchase is closed, at which time the Earnest Money, along with any interest accrued, will be credited to Buyer. The balance of the purchase price is to be paid in cash at closing.

3. **Purchaser's Rights Prior to Closing - Inspection Period.**

- (a) For a period not to exceed 60 days from the Effective Date (such period being herein referred to as the "Inspection Period"), the Purchaser, its authorized agents and employees, as well as others authorized by the Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the "Investigations") as the Purchaser deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property.
- (b) Upon request, the Seller shall grant the HPD an additional 30 days for inspection subject to Seller's satisfaction that Purchaser's due diligence is demonstrating reasonable and sufficient progress, including the following: satisfactory progress or results regarding environmental surveys, financing, construction estimates and requirements for restoration.
- (c) At any time prior to the expiration of the Inspection Period, the Purchaser shall have the right to terminate this Contract if the Purchaser determines that the Property is not suitable for Purchaser's intended purposes. If the Purchaser elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the Seller and to the Escrow Agent prior to the expiration of the Inspection Period. Upon such termination, Purchaser shall deliver to Seller copies of all third party reports obtained by Purchaser as a consequence of the Investigations. Additionally, upon such termination, the Escrow

Agent shall return the Earnest Money to the Purchaser, and neither party shall have any further rights or obligations hereunder except for any obligations of the Purchaser under subparagraph "(a)" next-above.

4. **Closing.** The Closing of the transaction herein provided shall be held on or before the expiration of the Inspection Period or as shortly thereafter as possible, or as may be extended for no more than Sixty (60) days. At Closing, Seller shall deliver to Purchaser the following:

- (a) Satisfactory evidence of the authority of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller.
- (b) A duly authorized and executed general warranty deed in recordable form conveying good and marketable title to Seller's to the Property.
- (c) A Certification that Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (d) A seller's income tax withholding affidavit, as required by South Carolina law.
- (e) All other documents, which may be reasonably required by the Purchaser's title company to insure Purchaser of good and marketable title to the Property, subject to all title exceptions, permitted pursuant to this Contract.

5. **Title.** The Purchaser's obligations hereunder shall be conditioned upon the Seller's delivery of a good insurable and marketable fee simple title to the Property by general warranty deed, free and clear of all liens, encumbrances and conditions, which in the reasonable discretion of the title insurance company which is issuing a title insurance policy on the Property for the Purchaser and Purchaser's lender, if any, would make the title uninsurable and in the Purchaser's reasonable discretion would make the title unmarketable.

6. **Survey.** Prior to the expiration of the initial Inspection Period, the Purchaser shall have a survey performed on the Property and reserves the right to object to any matters disclosed thereby. The survey shall indicate the boundary lines of the Property, the location of all improvements, easements, roadways and other rights-of-way, flood plain areas, any existing building setback lines, and any encroachments and other matters affecting the Property. The survey shall contain a legal description of the Property, the number of acres contained in the Property calculated to the nearest 1/100th of an acre and a certificate in standard form addressed to the Purchaser and signed and sealed by the surveyor.

7. **Title Examination.** Prior to the end of the Inspection Period, Purchaser shall deliver to Seller a written statement of objections, if any, to the survey and Seller's title to the Property, and if Seller elects to attempt to cure or remove the same Seller shall have (10) days prior to closing in which to do so, time being of the essence. In the event Seller fails or refuses to cure or remove said objections within said period (or within such longer period as may be approved by Purchaser in writing), this Contract, at the sole option of Purchaser by written notice delivered to Seller at or before closing, shall terminate and be of no further force and effect. In such event, the Earnest Money shall be returned to Purchaser immediately and no party hereto shall have any further rights, remedies, liabilities or obligations hereunder.

8. **Seller's Information.** Within 10 days of the Effective Date, Seller shall deliver to Purchaser copies of property tax bills, insurance policies and premium notices, environmental studies, title insurance policies, surveys and other due diligence information pertaining to the Property to the extent such information is in Seller's possession.

9. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser:

- (a) Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations under this Contract has been or on the Closing Date will have been taken.
- (b) The Property has direct access to public streets and utilities necessary for the anticipated operation of the Property and, to the best knowledge of Seller, no fact or condition exists that would result in the termination of access to and from the Property or the cessation of utilities necessary for the anticipated operation of the Property.
- (c) Seller has not received written notice from any governmental or quasi- governmental agency requiring it to correct any condition with respect to the Property, or any part thereof, by reason of a violation of any governmental requirement or otherwise that has not been corrected.
- (d) Seller has not received written notice of, and has no other actual knowledge or information of, any pending or contemplated condemnation action or litigation with respect to the Property, or any part thereof.

10. **Default and Remedies.** In the event that the terms and conditions of this Contract have been satisfied and Purchaser does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the Seller as full liquidated damages and not as a penalty, it being agreed that the Seller's damages would be difficult or impossible to ascertain. In the event of Seller's breach of any of its obligations hereunder, Purchaser shall have the rights and options as Purchaser's sole and exclusive remedies to either (a) immediately terminate this Contract upon written notice to the Seller and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder or (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Purchaser in such action.

11. **Closing Costs.** Seller shall pay the cost of transfer tax on the deed, the expense of preparation of the deed and the fees of Seller's attorney. The Purchaser shall pay the premium for the owner's title insurance policy to be issued to the Purchaser, the grantee's cost of recordation of the deed, the costs incurred by the Purchaser in connection with its Investigations of the Property and the fees of Purchaser's attorneys.

12. **Prorations and Adjustments.** The following prorations and adjustments shall be made at Closing, all ad valorem real property taxes for the year in which the Closing occurs shall be prorated between the parties as of the date of Closing on a year basis. If the taxes cannot be accurately determined at the time of Closing, the prorations shall be based on the most reliable information available with respect to the current year's anticipated tax bill.

13. **Delivery of Deed and Application of Earnest Money.** Upon receipt of the Purchase Price at the time of Closing and at such time as Purchaser's attorney (the "Closing Attorney") is in a position to

disburse the same in accordance with the signed closing statement, the Closing Attorney shall be authorized to cause the final title update to be conducted and the deed recorded, at which time all disbursements provided for on the closing statement, including the net proceeds payable to the Seller, shall be made immediately. The Earnest Money shall be delivered to the Seller and applied against the Purchase Price.

14. **Condition to Closing.** The obligation of Seller hereunder to sell the Property to Purchaser is contingent upon the items listed hereinbelow. If such conditions are not satisfied, the Purchaser or Seller shall have the right to terminate this Contract, whereupon the Earnest Money shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder except for Purchaser's indemnity obligations relating to its Investigations.

- (a) Richland County, at its discretion, may grant or donate, as set forth in the documents attached as Exhibit B or by other documents substituted for similar purpose, a Historic Preservation Easement, to a qualified entity, or in the alternative by granting of a deed subject to restrictions, to ensure appropriate safeguards, protections and other remedies regarding historic preservation of the structure. Richland County shall pay all fees associated with the preparation and execution of such action. These documents shall provide that HPD shall perform a proper historic preservation of the structure according to the standards and guidelines of the United States Department of Interior / National Park Service and the South Carolina Department of Archives and History.
- (b) Richland County will have the right of first refusal regarding any future sale or other transfer of the CWH property subsequent to HPD under the following conditions:
  - (i) No or marginal improvements to the site – At the purchase price identified in paragraph 2. of this agreement; or
  - (ii) With improvements to the site – At the appraised value at the time of the proposed sale or the purchase price identified in paragraph 2. of this agreement, whichever is greater.
- (c) All documents, artifacts and historical memorabilia that are owned and/or in possession to the Seller and relate to or are part of the historical documentation of the Curtiss Wright Hangar, be included as part of the property purchase or as a long-term loan between the Purchaser and Seller of such documents, artifacts and historical memorabilia.
- (d) HPD agrees to comply with all Richland County and the City of Columbia ordinances to include zoning, signage, parking and usage.
- (e) The Purchaser shall grant an aviation easement to the Seller and agrees to comply with Federal Aviation Administration (FAA) regulations to include, but not limited to, air space rights and regulations and a secured fence between Jim Hamilton L.B. Owens Airport and the Property.
- (f) The Seller shall obtain a Property Release from the Federal Aviation Administration (FAA) prior to the sale of the property. Sale of the property is conditional upon the FAA granting a land release.
- (g) The Purchaser shall assume the cost of relocation of the airport perimeter security

fence. The new fence shall conform to the existing perimeter fence standard and the airport's secure perimeter shall not be compromised during its construction. Plans and specifications for the fence construction shall be reviewed and approved by the Seller and the fence shall be the property of the Seller.

(h) No "through the fence" operation or direct access to the airport shall be permitted now, nor in the future.

(i) HPD agrees to maintain ongoing input and consultation with the Richland County Airport Commission.

(j) All environmental mitigation costs shall be borne by HPD.

15. **Brokerage.** It is understood that no brokerage fees will be paid by the seller.

16. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by courier or express mail service, telegram, facsimile or mailgram where the sender provides or retains evidence of the date of delivery, as of the date of such delivery; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above.

To Seller: Tony McDonald County Administrator  
Richland County Government  
2020 Hampton Street  
Fourth Floor, Suite 4036  
Columbia, SC 29204-1002

To Purchaser: Hangar Preservation Development, LLC  
Attn: Christian L. Rogers & Robert B. Lewis  
1330 Lady Street, Suite 400  
Columbia, SC 29201

To Escrow Agent:  
Alan E. Fulmer, Jr.  
Attorney at Law  
Post Office Box 1548  
Columbia, SC 29202  
AFulmer@bellsouth.net

17. **Governing Law.** This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

18. **Assignment.** If either party assigns its rights hereunder, it will nevertheless remain liable for

the performance of its obligations hereunder.

19. **Time of the Essence.** Time is of the essence in the performance of the terms and conditions of this Contract.

20. **Risk of Loss.** Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof .

21. **Escrow Agent.** Purchaser and Seller, jointly and severally, agree to indemnify and hold the Escrow Agent harmless against any and all claims or demands which may be incurred by Escrow Agent in connection with its duties as the Escrow Agent hereunder and which are not attributable to the willful default or gross negligence of the Escrow Agent and any and all actions, suits and proceedings in connection with any such claim or demand and any and all loss, cost, damage, liability and expense incurred by Escrow Agent in connection therewith including attorneys' fees and other costs of litigation.

Escrow Agent shall not incur any liability with respect to any action taken or omitted in reliance upon any instrument, not only as to its due execution, or the identity or authority of any person executing such instrument, its validity and effectiveness, but also as to the truth and accuracy of any information contained therein which Escrow Agent shall in good faith believe to be genuine, to have been signed by a proper person or persons, and to conform to the provisions of this Agreement.

22. **Contingencies.** The closing pursuant to this Agreement is contingent upon satisfactory discovery of the below. During the appropriated due diligence period, if the Purchaser or Seller is not satisfied with the below findings, the Purchaser may terminate this Agreement by notice to the Seller. If this Agreement is terminated by reason of this Section and by reason not due to a breach or default by Purchaser on this Agreement, the Earnest Money shall be promptly paid to Purchaser.

- (a) HPD's ability to secure financing for the entirety of the project
- (b) Satisfactory restoration requirements
- (c) Satisfactory construction estimates
- (d) Satisfactory environmental reports
- (e) Approval of architectural review
- (f) Satisfactory zoning and deed status

23. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations , promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both the Purchaser and the Seller. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the dates set forth below.

**IN THE PRESENCE OF:**

**Richland County, South Carolina**

\_\_\_\_\_  
(Witness)

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

Date: \_\_\_\_\_

**Hangar Preservation Development, LLC**

\_\_\_\_\_  
(Witness)

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

Date: \_\_\_\_\_



**Exhibit B**

Historic Preservation Documents

**THIS HISTORIC PRESERVATION EASEMENT DEED**, hereinafter referred to as the "Easement", made and entered into as of the day of \_\_\_\_\_, by and between **Hangar Preservation Development LLC**, owners in fee simple of real property (hereinafter referred to collectively as the "Grantor"), and **The Palmetto Trust for Historic Preservation**, a non-profit corporation organized under the laws of South Carolina (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in the City of Columbia, County of Richland, and the State of South Carolina, more particularly described in **Exhibits A and B** attached hereto and incorporated by this reference (the "Protected Property"); and

WHEREAS, the Protected Property possesses historical and educational values (collectively, "conservation values") of great importance to Grantee, the people of the City of Columbia, County of Richland, and the people of the State of South Carolina; and

WHEREAS, in particular, the property, known as "Curtiss-Wright Hangar" was built in 1929 and is an early example of architecture that was constructed to meet the needs of public aviation, and listed on the National Register of Historic places as a property of statewide significance meeting criterion A and C.

WHEREAS, the Protected Property's conservation values are documented in a set of reports, drawings, and photographs (hereinafter, "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Protected Property as of the effective date of this Easement. In the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control;

WHEREAS, Grantee is a non-profit "qualified organization" as defined under Section 170(h)(3) of the Internal Revenue Code of 1986, and the regulations promulgated thereunder (the "Code"), and is an eligible "donee" as described under Regulation Section 1.170A-14(c)(1), whose primary purpose is to protect and preserve property significant in South Carolina's history, cultural, architecture, and archeology under Section 27-8-10 *et seq.* of the South Carolina Conservation Easement Act of 1991, as amended (hereinafter "the Act");

WHEREAS, Sections 27-8-10 *et seq.* of South Carolina Code of Laws of 1976, as amended, permit the creation of historic preservation easements for the purpose, *inter alia*, preserving the historical, architectural, archeological, or cultural aspects of real property;

WHEREAS, Grantor and Grantee recognize the architectural, historic, cultural, and aesthetic values (hereinafter "conservation and preservation values") and significance of the Protected Property, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Protected Property;

WHEREAS, the Baseline Documentation is on file at the office of the Grantee and is available for inspection upon reasonable advanced notice;

WHEREAS, the grant of preservation easement by Grantor to Grantee on the Protected Property will assist in preserving and maintaining the Protected Property and its architectural, historic, and cultural features for the benefit of the people of the City of Columbia, the County of Richland, of the State of South Carolina, and of the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation easement in gross in perpetuity on the Protected Property, pursuant to the Act.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) 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 easement in gross in perpetuity over the Protected Property described in **Exhibits A and B** and the exterior surfaces of the buildings thereon (the "Buildings"), owned by the Grantor.

## **PURPOSE**

It is the Purpose of this Easement to assure that the architectural, historic, and cultural features of the Protected Property will be retained and maintained forever substantially in their current condition for preservation purposes and to prevent any use or change of the Protected Property that will significantly impair or interfere with the Protected Property's preservation and historic value.

## **GRANTOR'S COVENANTS**

**1.1 Grantor's Covenants: Covenant to Maintain.** Grantor accepts the following obligations regarding the maintenance and rehabilitation of the Protected Property:

- (a) Grantor agrees at all times to maintain the Building in the same structural condition and state of repair to that existing on the effective date of this Easement until construction of the rehabilitation work referenced in Paragraph 1.4 is begun, and thereafter to maintain the Protected Property upon completion of the rehabilitation work contemplated under Paragraph 1.4 below. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the Building in substantially the same structural condition and state of repair as that existing at the time of the rehabilitation work referenced in Paragraph 1.4 below. Grantor's obligation to maintain shall also require that the Protected Property's landscaping be maintained in good appearance. Subject to the casualty provisions of paragraphs 5 and 6, this obligation to maintain the exterior shall require replacement, rebuilding, repair, and reconstruction whenever necessary in accordance with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (36 C.F.R. sec. 67), as these may be amended from time to time (hereinafter the "Secretary's Standards").

- (b) Grantor agrees to commence construction of the rehabilitation of the Protected Property within Four (4) months of the date of this Easement and to progress conscientiously and continuously toward completion of such rehabilitation activity; provided, however, that substantial completion of all such rehabilitation work shall occur within eighteen (18) months of the date of this Easement.
  
- (c) Grantor shall make the Protected Property accessible to the Grantee a minimum of twice a year (two days each time) and other times deemed reasonable by Grantor. Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural, character and features of the property and distribute them to magazines, newsletters or other publicly available publications, or use them to fulfill its charitable and educational purposes

**1.2 Subsequent Transfers; Transfer Fee.**

Grantor agrees to incorporate the provisions of this Easement in any deed or other legal instrument by which Grantor divests himself of any interest in all or a portion of the Protected Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty days prior to the date thereof. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

There shall be assessed by Grantee a transfer fee equal to one half (1/2) of one percent of the sales price or other consideration paid in connection with the transfer of any interest in the Protected Property other than the sale of timber or timber rights, which transfer fee shall be paid to Grantee at the time of the transfer. This sum shall be equally divided by the Grantee between its general operating account and its endowment fund, which is used to assist Grantee in meeting its responsibilities to monitor and enforce this Easement and other conservation easements which it holds.

In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fee which shall be a lien on the Protected

Property but which lien shall be subordinate to this Easement. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. Grantee may require Grantor and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

Any transfer subsequent to the conveyance of this Easement to a spouse, a lineal descendant or a spouse of a lineal descendant of Grantor (collectively, "Immediate Family Members") and without consideration, or to an entity at least 50% of the equity interest of which is owned by an Immediate Family Member, or by a trust whose presumptive beneficiaries are Grantor or an Immediate Family Member, or by a charitable organization which is tax exempt under 501(c)(3), or by Richland County, shall be exempt from the assessment of such transfer fee. An exchange of properties pursuant to Section 1031 of the Internal Revenue Code, or similar statute, shall be deemed to be for consideration based on the market value of the property received at the time of such transfer. Market value shall be determined by agreement of Grantor and Grantee, or in the absence of such agreement by an MAI appraiser selected by Grantee, whose appraisal fee shall be paid by Grantee.

**1.3 Grantor's Covenants: Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Protected Property, except as otherwise conditioned in Paragraph 4:

(a) the Buildings shall not be demolished, removed, or razed, except as provided in sections 5,6,7, 20.2, and 20.3.

(b) no other buildings or structures, shall be erected or placed on the Protected Property hereafter, except for temporary structures required for the maintenance or rehabilitation of the Protected Property, without the express written consent of the Grantee;

- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Protected Property;
- (d) the Protected Property shall not be divided or subdivided in law or in fact and the Protected Property shall not be devised or conveyed except pursuant to the subdivision represented in the plat attached as Exhibit A.
- (e) no aboveground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Protected Property, subject to utility easements already recorded.

## **GRANTOR'S CONDITIONAL RIGHTS**

**2.1 Conditional Rights Requiring Approval by Grantee.** Without the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of Grantee, Grantor shall not undertake any of the following actions:

- (a) increase or decrease the height of, make additions to, change the exterior construction materials, or move, improve, alter, or change the facades (including fenestration) and roofs of the Buildings;
- (b) erect any external signs or external advertisements except: (i) a sign stating solely the address of the Protected Property; and (ii) a temporary sign to advertise the sale or rental of the Protected Property; and (iii) any sign allowed through local zoning and land use covenant
- (c) make permanent substantial topographical changes, such as, by example, excavation for the construction of roads and recreational facilities;
- (d) change the use of the Protected Property to another use other than a use that: (i) does not impair the significant conservation and exterior preservation values of the Protected Property; and (ii) does not conflict with the Purposes of the Easement.
- (e) Construct additional compatible structures on the protected property.

**2.2 Review of Grantor's Request for Approval.** Grantor shall submit to Grantee for Grantee's approval of those conditional rights set out at paragraph 4, two copies of information (including plans, specifications, and designs where appropriate) identifying with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity. Within forty-five (45) days of Grantee's receipt of any plan or written request for approval hereunder, grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

**3. Standards for Review.** In exercising any authority created by the Easement to inspect the Protected Property; or to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Secretary's Standards.

#### **GRANTOR'S RESERVED RIGHTS**

**4. Grantor's Reserved Rights Not Requiring Further Approval by Grantee.** Subject to the provisions of paragraphs 1.1, 1.3, 1.4, and 2.1, the following rights, uses, and activities of or by Grantor on, over, or under the Protected Property are permitted by this Easement and by Grantee without the further approval by Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute, zoning, or regulation; (ii) do not substantially impair the conservation and preservation values of the Protected Property; and (iii) are not inconsistent with the Purposes of this Easement;
- (b) pursuant to the provisions of paragraph 1.1, the right to maintain and repair the Buildings. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or

maintained, for the purpose of retaining in good condition the appearance and construction of the Buildings. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of paragraphs 2.1 and 2.2;

- (c) the right to continue all manner of existing use and enjoyment of the Protected Property, including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials; the right to maintain existing utility lines, gardening, and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Easement;
- (d) the right to change the existing use of the Protected Property to a retail or commercial use which would be compatible with the neighborhood and the Protected Property's immediate surroundings but only after having received prior written approval of the Grantee for such change of use; and

## **CASUALTY DAMAGES OR DESTRUCTION**

**5. Casualty Damage or Destruction.** In the event that the Protected Property or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Protected Property and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval. Within thirty (30) days of the date of damage or

destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who acceptable to the Grantor and the Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Buildings and/or reconstruction of damaged or destroyed portions of the Buildings;
- (c) a report of such restoration/reconstruction work necessary to return the Protected Property to the condition existing at the date hereof.

**6. Review After Casualty Damage or Destruction.** If, after reviewing the report provided in Paragraph 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete restoration/reconstruction of the Buildings in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report provided in Paragraph 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee agree that restoration/reconstruction of the Protected Property is impractical and impossible, or agree that the Purpose of the Easement will not be served by such restoration/reconstruction, Grantor may, with the prior written consent of Grantee, alter, demolish, remove, or raze one or more of the Buildings, and/or construct new improvements of the Protected Property. Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of South Carolina and paragraph 21.2 hereof.

If, after reviewing the report provided in Paragraph 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee are unable to agree that the Purpose of the Easement will or will not be served by such restoration/reconstruction, the matter is to be settled in accordance with paragraph 14.

**7. Insurance.** Grantor shall keep the premises insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and

comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Protected Property and Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Protected Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

## **INDEMNIFICATION; TAXES**

**8. Indemnification.** The Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, the Grantee, its agents, directors, members and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person, physical damage to the Protected Property; the presence or release in, on, or about the Protected Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Protected Property, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Protected Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

**9. Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Protected Property, unless Grantor timely

objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charge shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance, upon (3) three days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien asserted against the Protected Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment, made by Grantee, shall become a lien on the Protected Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

**ADMINISTRATION AND ENFORCEMENT**

**10. Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered;  
if to Grantor, then at

\_\_\_\_\_

and if to Grantee, then to  
P. O. Box 506,  
117 Grace Street,  
Prosperity, SC 29127.

Each party may change its address set forth herein by a notice to such effect to the other party.

**11. Evidence of Compliance.** Upon request by Grantee, Grantor shall promptly furnish Grantee with certification that, to the best of Grantor's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Easement to the extent of Grantee's knowledge thereof.

**12. Inspection.** With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Protected Property, including the Buildings. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

**13. Grantee's Remedies.** Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Protected Property and Buildings to the condition and appearance that existed prior to the complained of violation.

Representatives of the Grantee may, following reasonable notice to Grantor, enter upon the Protected Property, correct any such violation, and hold Grantor, its successors, and assigns, responsible for the cost thereof. Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorneys, architectural, engineering, and expert witness fees.

In the event of a violation of any of the covenants contained hereof, which violation shall continue unremedied for a period of 90 days after written notice by Grantee to Grantor, Grantee shall have an option to purchase the Premises at a price equal to the then market value of the Premises, subject to this Easement, less the amount of any outstanding security deeds, liens or other encumbrances of a monetary nature of record against the Premises, which encumbrances shall either be satisfied or assumed as part of the purchase price. The purchase price shall be determined by agreement of Grantor and Grantee, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by Grantor, one to be selected by Grantee, and the other to be designated by the two appraisers selected by Grantor and Grantee respectively.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

**14. Notice from Government Authorities.** Grantor shall deliver copies of any notice of violation or lien relating to the Protected Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

**15. Noticed of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Protected Property and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

**16. Liens.** Any lien on the Protected Property created pursuant to any paragraph of the Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

#### **BINDING EFFECT; ASSIGNMENT**

**17. Runs with the Land.** Except as provided in paragraphs 5 and 20.2, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Protected Property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successor's interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to the Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Protected Property shall have no obligation pursuant to this instrument where such owner shall cease to have any interest in the Protected Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser

estate in the Protected Property or any part of thereof, including, by way of example and not limitation, a lease of all or a portion of the Protected Property.

The following general provisions shall apply:

(a) The interpretation and performance of this Easement shall be governed by the laws of the State of South Carolina.

(b) If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

(c) The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns and shall run with the title and continue as a servitude running in perpetuity with the Property.

**18. Assignment.** Grantee may convey, assign, or transfer this Easement to a unit of federal, state or local government or to a similar local, state, or national organization whose purposes, *inter alia*, are to promote preservation or conservation of historic, cultural, or architectural resources, and which at the time of the conveyance, assignment, or transfer is a qualified organization under Section 170(h)(3) of the Internal Revenue Code, provided that any such conveyance, assignment, or transfer requires that the preservation and conservation purposes for which the Easement was granted will continue to be carried out.

**19. Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Richland County, South Carolina. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is recorded in the land records of Richland County, South Carolina.

## **PERCENTAGE INTERESTS; EXTINGUISHMENT**

**20.1 Percentage Interests.** For purposes of allocating proceeds pursuant to paragraphs 20.2 and 20.3, Grantor and Grantee stipulate that as of the date of this Easement, Grantor

and Grantee are each vested with real property interests in the Protected Property and that such interests have a stipulated percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this Easement to the value of the Protected Property, without deduction for the value of the Easement, on the effective date of this Easement. The values on the effective date of the Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation (on file with Grantor and Grantee) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the effective date of this Easement is reserved to Grantor. Parties agree that said percentage interest in real property shall not exceed Eight Thousand (\$8,000.00) Dollars.

**20.2 Extinguishment.** Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Protected Property in a manner consistent with the Purpose of this Easement. Such circumstances may include, but is not limited to, partial or total destruction of the Buildings resulting from casualty. Extinguishment must be the result of a final judicial proceeding in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or as a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and any costs or expenses associated with such sale, Grantor and Grantee shall share in any net proceeds resulting from such sale in accordance with their respective percentage interests in the fair market value of the Protected Property, as such interests are determined under the provisions of paragraph 20.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's primary purposes. Net proceeds shall also

include, without limitation, net insurance proceeds. In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Protected Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

**20.3 Condemnation.** If all or any of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking. Grantor, shall, and at the option of Grantor, the Grantee may join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Protected Property that are subject to the taking and all incidental and direct damages resulting from the takings. After the satisfaction of prior claims and net expenses reasonable incurred by Grantor and Grantee in connection with such taking, Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraph 20.1 and 20.2 unless otherwise provided by law.

## **INTERPRETATION**

**21. Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Protected Property shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the transfer of rights and restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which, may be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to

each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purpose of both this Easement and such ordinance or regulation.
- (e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Protected Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Protected Property are devoted as of the date hereof, such development rights shall be subject to Grantee approval subject to Section 2.1 and shall not be exercised in a manner that would interfere with the preservation and conservation purposes of the Easement.

#### **AMENDMENT**

**22. Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of South Carolina. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Protected Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit additional residential development of the Protected Property other than the residential development permitted

by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of Richland County, South Carolina. Nothing in this paragraph shall require Grantor and Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

### **MORTGAGE SUBORDINATION**

At the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust dated \_\_\_\_\_, and recorded in the Land Records of \_\_\_\_\_ at Book/Liber \_\_\_\_\_, Page/Folio \_\_\_\_\_ (hereinafter "the Mortgage"/"the Deed of Trust") held by \_\_\_\_\_ (hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage/the Deed of Trust to this Easement under the following conditions and stipulations:

**23.** The Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and all proceeds of condemnation proceedings, and shall be entitled to the same in preference to Grantee until the Mortgage/the Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/the Deed of Trust is subordinate in priority to the Easement; provided, however, that if the Easement is terminated under the circumstances described in Paragraphs 20.2 and 20.3, Grantee shall be entitled to compensation in accordance with the terms set forth therein.

**24.** If the Mortgagee/Lender receives an assignment of the leases, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then the Mortgagee/Lender shall have a prior claim to the leases, rents, and profits of the Property and shall be entitled to receive the same in preference to Grantee until the Mortgagee's/Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

**25.** The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

**26.** Nothing contained in this paragraph or in this Easement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

**27. Protection of Entire Building.** Grantor and Grantee agree that that the restrictions of this Easement shall apply to the entire exterior of the Buildings (including the front, sides, rear, and height of the Buildings), and that no change to the exterior of the Buildings may be made by Grantor except as provided herein.

**28. Inconsistent Changes Prohibited.** Grantor and Grantee agree that Grantor shall not undertake, and Grantee shall not permit, any change to the exterior of the Buildings which would be inconsistent with the historical character of such exterior.

**29. Certification of Qualification of Grantee Under Penalty of Perjury.** By execution of this Easement, Grantor and Grantee agree, and hereby certify under penalty of perjury, that Grantee is a qualified easement-holding organization (as defined in Section 170(h)(3) of the Internal Revenue Code) with a purpose of environmental protection, open space preservation, or historic preservation, and that the Grantee has both the resources to manage and enforce the restrictions of this Easement and a commitment to do so.

**30. This Easement** reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Preservation Easement, unto said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION EASEMENT DEED may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, Sealed, and Delivered  
In the Presence of:

\_\_\_\_\_  
Witness 1 Grantor **Hangar Preservation Development LLC**

\_\_\_\_\_  
Witness 2

STATE OF SOUTH CAROLINA )

COUNTY OF )

PERSONALLY appeared before me \_\_\_\_\_ and made oath that (s)he saw the within named \_\_\_\_\_ sign, seal and his act deed, deliver the written Historic Preservation Easement Deed and that (s)he with \_\_\_\_\_ witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ day of , 2015.

\_\_\_\_\_  
[signature of witness 1]

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina.

My Commission Expires: \_\_\_\_\_

PALMETTO TRUST FOR HISTORIC

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Stephen R. McCrae, Jr.  
Its President

\_\_\_\_\_  
Witness 2

STATE OF SOUTH CAROLINA

COUNTY OF

PERSONALLY appeared before me \_\_\_\_\_ and made oath that (s)he saw the within-named THE PALMETTO TRUST FOR HISTORIC PRESERVATION, by and through \_\_\_\_\_, its \_\_\_\_\_ President, sign, seal and as the act and deed of the said corporation, deliver the written Historic Preservation Easement Deed and that (s)he with \_\_\_\_\_ witnessed the execution thereof.

\_\_\_\_\_  
[signature of witness 1]

SWORN to before me this day of 2015.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina.

My Commission Expires: \_\_\_\_\_

Exhibit A  
Legal Description of Protected Property  
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, lying and being in the City of Columbia, Richland County, State of South Carolina, being located at the southern corner of the intersection of Airport Boulevard and Jim Hamilton Boulevard and being more fully shown and designated on a boundary survey of the Curtiss Wright Hangar Parcel at the Jim Hamilton - L.B. Owens Airport prepared for Richland County by W.K. Dickson dated January 07, 2013 and being a portion of Richland County tax map number R13702-09-01A and having the following metes and bounds to wit:

Beginning at a 5/8" rebar found at the intersection of the southeastern margin of the right-of-way of Airport Boulevard and the southern margin of the right-of-way of Jim Hamilton Boulevard being the point of beginning, Thence; along the southern margin of the right-of-way of Jim Hamilton Boulevard S 54°23'42" E, for a distance of 256.49', to a 5/8" rebar set on the southern margin of the right-of-way of Jim Hamilton Boulevard. Thence; with the common lines of Richland County S 35°35'59" W, for a distance of 402.91', to a 5/8" rebar set. Thence; continuing with the common line of Richland County, N 59°58'03" W, for a distance of 224.92', to a 5/8" rebar set on the southeastern margin of the right-of-way of Airport Boulevard. Thence; along the southeastern margin of the right-of-way of Airport Boulevard, N 31°12'26" E, for a distance of 426.00' to the point of beginning and containing 99,570 square feet or 2.29 acres.



Intentionally

Left

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## Richland County Council Request of Action

**Subject:**

Report of the Economic Development Committee

- a. A Resolution approving the 2015 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina



**Sidney J. Evering, II**  
Telephone: 803.253.8666  
Direct Fax: 803.255.8017  
sidneyevering@parkerpoe.com

Charleston, SC  
Charlotte, NC  
Columbia, SC  
Raleigh, NC  
Spartanburg, SC

## Memorandum

**To:** Roxanne Ancheta  
**From:** Sidney J. Evering, II  
**Date:** September 4, 2015  
**Re:** Village at Sandhill Improvement District

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The Village at Sandhill Improvement District (“District”) was created pursuant to an Assessment Ordinance adopted by Richland County Council (“County”) on March 2, 2004. The District was formed to provide a revenue source to pay for certain infrastructure improvements within the District. Additionally, in March 2004 the County issued \$25,000,000 of its revenue bonds to be repaid from assessments imposed on properties within the District.

On an annual basis it is necessary for the County to update the assessment roll, which list the properties within the District, and impose the appropriate amount of assessment on each property as required to make the principal and interest payments due on the bonds and pay the administration expenses of the District.

The County hired a consultant, Municap, Inc. (“Municap”), to annually prepare an updated assessment roll and inform the County as to the amount of assessment to be imposed on each property. The assessment roll is to be amended each year to reflect:

- the current parcels in the district
- the names of the owners of the parcels
- the assessment for each parcel (including any adjustments to the assessments)
- the annual payment to be collected from each parcel for the current year
- any changes in the annual assessments
- prepayments of the assessments
- any other changes to the assessment roll

PPAB 2916276v1

Parker Poe Adams & Bernstein LLP 1201 Main Street Suite 1450 Post Office Box 1509 Columbia, SC 29202-1509  
t 803.255.8000 f 803.255.8017 www.parkerpoe.com

Roxanne Ancheta  
September 4, 2013  
Page 2

The County Auditor and the County Assessor are responsible for reviewing Municap's annual report and confirming the properties reflected on the assessment roll and the amount of assessment. Once confirmed, County Council must adopt a resolution amending the assessment roll accordingly and imposing the assessment for the year in question. The County Treasurer will then list the assessment on the property tax bills that are generated for the District. A copy of a draft resolution and Municap's annual report for this year are attached.

SJE:  
Attachments



ADOPTED IN A MEETING DULY ASSEMBLED THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

(Seal)

ATTEST this the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT  
RICHLAND COUNTY, SOUTH CAROLINA**

**ANNUAL ASSESSMENT REPORT AND  
AMENDMENT OF THE ASSESSMENT ROLL FOR  
IMPOSITION OF ASSESSMENTS IN 2015 AND COLLECTION IN 2016**

Prepared By:

**MUNICAP, INC.**

Administrator of the Village at Sandhill Improvement District

September 4, 2015

**Village at Sandhill Improvement District  
Richland County, South Carolina**

**Annual Assessment Report and  
Amendment of the Assessment Roll for  
Imposition of Assessments in 2015 and Collection in 2016**

**INTRODUCTION**

The Village at Sandhill Improvement District (the “District”) was created pursuant to an Ordinance that was adopted by the Richland County Council on March 2, 2004 (the “Assessment Ordinance”), wherein the District was created and certain assessments were authorized to be imposed and collected within the District (the “Assessments”). The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to (i) the Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the “County”) and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District (the “District”).

The Assessments have been imposed on the assessed property within the District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the “Assessment Roll” and the “Rate and Method of Apportionment of Assessments”) the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect “(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.”

This report has been prepared to show the calculation of the 2015-2016 Annual Payment and to record the annual update of the Assessment Roll.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and Method of Apportionment of Assessments.

**ANNUAL ASSESSMENT**

The Annual Assessment is the portion of the Assessments due and payable each year on the Assessed Property with the District. The Annual Assessment imposed in 2015 for collection in 2016 is equal to \$1,711,083.00.

## ANNUAL PAYMENT

The Annual Payment is the amount due and payable from the Assessed Property within the District each year and is equal to the Annual Assessment less the Annual Credit. The Annual Credit is described in the next section.

## ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement.

## ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement is defined as follows:

For any given year, the sum of the following, (1) regularly scheduled debt service on the bonds to be paid from the Annual Payments; (2) periodic costs associated with such bonds, including but not limited to rebate payments and credit enhancements on the bonds; and (3) Administrative Expenses; less (a) any credits applied under the bond indenture, such as interest earnings on any account balances, and (b) any other funds available to the district that may be applied to the Annual Revenue Requirement.

Table A provides a summary of the Annual Revenue Requirement for the 2015-2016 assessment year. Each of these numbers is explained in the following sections.

**Table A**  
**Annual Revenue Requirement 2015-2016 Assessment Year**

Interest payment on May 1, 2016	\$580,134.00
Interest payment on November 1, 2016	\$580,134.00
Principal payment on November 1, 2016	\$458,000.00
Total debt service payments	\$1,618,268.00
Administrative Expenses	\$49,000.00
Contingency	\$43,815.00
<i>Subtotal Expenses</i>	\$1,711,083.00
Reserve Fund investment income	\$0.00
Revenue Fund	\$0.00
<i>Subtotal Funds Available</i>	\$0.00
<b>Annual Revenue Requirement</b>	<b>\$1,711,083.00</b>

### Debt Service

Debt service includes the semi-annual interest payments due on May 1, 2016 and November 1, 2016. The outstanding Series 2004 Bonds have been reduced to a current balance of \$19,146,000.00. The outstanding Series 2004 Bonds will be reduced on November 1, 2015 by a regularly scheduled principal payment in the amount of \$432,000.00 which will reduce the balance to \$18,714,000.00. Accordingly, each semi-annual interest payment on the Series 2004 Bonds is \$580,134.00 and represents interest at an annual coupon of 6.20 percent on the estimated

outstanding bonds of \$18,714,000.00. There is a scheduled principal payment of \$458,000.00 on the bonds on November 1, 2016. As a result, total debt service is \$1,618,268.00.

#### Administrative Expenses

Administrative Expenses generally include the fees of the trustee, the Administrator of the District (MuniCap, Inc.) and the County's legal counsel, plus additional County expenditures. The annual fee of the trustee is estimated to be \$3,500.00. The cost of the Administrator for calendar year 2016 is estimated to be \$20,000.00. The cost of the County's bond counsel for calendar year 2016 is estimated to be \$12,500.00. The County's additional expenditures for calendar year 2016 are estimated to be \$13,000.00. As a result, total Administrative Expenses for calendar year 2016 are estimated to be \$49,000.00.

#### Contingency

A contingency, equal to approximately 2.7 percent of annual debt service, has been added in the event of Assessment payment delinquencies or unanticipated Administrative Expenses.

#### Reserve Fund Investment Income

As of July 31, 2015, the Series 2004 Reserve Fund balance was \$810,038.17, which is equal to the current reserve requirement of \$809,998.00 and \$40.17 of investment income. The investment income currently held in the Series 2004 Reserve Fund will be used to pay debt service on November 1, 2015. Proceeds in the Series 2004 Reserve Fund are currently earning approximately 0.01 percent per annum. At the current yield on the reserve requirement of \$809,998.00, annual investment income on the Series 2004 Reserve Fund is estimated to be \$80.00. Based on the current lack of required funds in the Revenue Fund to meet the scheduled November 1, 2015 debt service payment, it is anticipated that funds within the Series 2004 Reserve Fund will be utilized to make the scheduled debt service payment, thus reducing the balance in the Series 2004 Reserve Fund to an amount below the current reserve requirement. As such, all investment income will remain in the Series 2004 Reserve Fund and therefore there will be no excess funds from the Series 2004 Reserve Fund to pay debt service for the 2015-2016 assessment year.

#### Revenue Fund

As of July 31, 2015, the balance in the Series 2004 Revenue Fund was \$864,271.17.

Through the remainder of calendar year 2015, it is estimated that Administrative Expenses of \$20,000.00 will be paid from the Revenue Fund. In addition, debt service expenses, including an interest payment and a principal payment on the Series 2004 Bonds, will be paid on November 1, 2015. The interest payment on the Series 2004 Bonds is \$593,596.00, which is equal to interest at 6.20 percent for six months on the current outstanding principal balance of \$19,146,000.00. The principal payment on the Series 2004 Bonds is \$432,000.00. As such, the necessary uses of the funds in the Revenue Fund, totaling \$1,045,596.00 ( $\$20,000 + \$593,596 + \$432,000 = \$1,045,596$ ), are greater than current balance of \$864,271.17 (please see section below titled "Uncollected Annual Payment from Prior Years" regarding the expected use of the 2004 Reserve Fund to cover the shortfall.). As a result of these expected uses of funds, the Revenue Fund is estimated to have no funds available for the 2015-2016 assessment year.

### **CALCULATION OF THE ANNUAL CREDIT**

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement. A summary of the Annual Credit is shown in Table B below.

**Table B**  
**Annual Credit**

	<b>Annual Assessment</b>
Annual Assessment	\$1,711,083.00
Annual Revenue Requirement	\$1,711,083.00
<b>Annual Credit</b>	<b>\$0.00</b>

**CALCULATION OF THE ANNUAL PAYMENT**

The Annual Payment each year is equal to the Annual Assessment less the Annual Credit. The calculation of the Annual Payment is shown in Table C below.

**Table C**  
**Annual Payment**

	<b>Annual Assessment</b>
Annual Assessment	\$1,711,083.00
Annual Credit	\$0.00
<b>Annual Payment</b>	<b>\$1,711,083.00</b>

**ALLOCATION OF THE ANNUAL ASSESSMENT AND ANNUAL PAYMENT**

Both the Annual Assessment and Annual Payment are allocated to Parcels in the District pro rata in accordance with each Parcel's Principal Portion of Assessments (excluding the portion of the Parcel's Principal Portion of Assessments that has been billed in prior years and remains uncollected). Each Parcel's Annual Assessment and Annual Payment are shown on Appendix A-2, attached hereto.

**UNCOLLECTED ANNUAL PAYMENT FROM PRIOR YEARS**

The County reported on August 10, 2015 that all Annual Payments billed in tax year 2013 and before have been paid. The County reported that as of August 31, 2015, \$311,347.76 of the 2014-2015 Annual Payment, billed in 2014 and due by January 15, 2015, remain uncollected. This total dollar amount is the sum of the 2014-2015 Annual Payment on five separate Parcels, as shown in Table D below.

**Table D**  
**Unpaid Annual Payments from Prior Years**

<b>Parcel Identification</b>	<b>Owner</b>	<b>Amount</b>
229000209A	Village at Sandhill, LLC	\$265,568.21
229000242	Village at Sandhill, LLC	\$10,968.23
229000246	Village at Sandhill, LLC	\$9,505.64
229000247	Village at Sandhill, LLC	\$9,607.37
229000251	Village at Sandhill, LLC	\$15,698.31
	<b>Total</b>	<b>\$311,347.76</b>

Assuming the Annual Payments specified in the table above remain uncollected, it is expected that \$181,314.83 within the Series 2004 Reserve Fund will be utilized to meet the November 1, 2015 debt service payments, reducing the balance in the Series 2004 Reserve Fund to an amount below the reserve requirement, all as shown below in Table E.

**Table E**  
**Estimated Use of the Series 2004 Reserve Fund to Meet Debt Service Payment on November 1, 2015**

Series 2004 Revenue Fund 7/31/15 balance	\$864,281.17
Estimated use for administrative expenses	(\$20,000.00)
November 1, 2015 interest payment	(\$593,596.00)
November 1, 2015 principal payment	(\$432,000.00)
<b>Estimated shortfall</b>	<b>(\$181,314.83)</b>
Series 2004 Reserve Fund 7/31/15 balance	\$810,038.17
Estimated use for November 1, 2015 debt service payments	(\$181,314.83)
<b>Series 2004 Reserve Fund estimated balance after November 1, 2015</b>	<b>\$628,723.34</b>
Reserve requirement	\$809,998.00
<b>Estimated shortfall in reserve requirement after November 1, 2015 debt service payments</b>	<b>(\$181,274.66)</b>

#### **AMENDMENT OF THE ASSESSMENT ROLL**

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.

The required amendments to the Assessment Roll are explained below and shown in Appendix A-1 and Appendix A-2.

#### Apportionment of Assessments upon the Subdivision of a Parcel

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment of the new Parcel;
- B = the Assessment of the subdivided Parcel prior to the subdivision;
- C = the Equivalent Acres of the new Parcel; and
- D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

According to the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the assessment allocation to be based on “the value of the improvements contributed to each class of property,” as explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated.

This report has been prepared to record the allocation of the Assessments pursuant to the formula and calculation of Equivalent Acres described above for the subdivision described below.

*Subdivision of Parcel R22900-02-09A*

In June 2014, real property parcel R22900-02-09A was subdivided into five tracts of land (identified as Y1, Y2, Y3, Y4 and Y5) which are now represented by three real property Parcels, including Parcel R22911-02-01, Parcel R22908-06-01 and R22900-02-09A. The prior year version of this report (titled the “Annual Assessment Report and Amendment of the Assessment Roll for the Imposition of Assessments in 2014 and Collection in 2015”) reported this subdivision and indicated that Parcel R22900-02-09A was subdivided in June 2014 into the five tracts of land (identified as Y1, Y2, Y3, Y4 and Y5) which were each expected to receive a tax map identification number. As expected, the Y2 tract and the Y5 tract have been given tax map identification numbers, R22911-02-01 and R22908-06-01 respectively. The three remaining tracts (Y1, Y3 and Y4) remain together under the tax map identification number R22900-02-09A.

Consistent with the information provided in the prior year version of this report, the allocation of Assessments and Principal Portion of Assessments for this subdivision is shown below in Table F.

**Table F**  
**Allocation of Assessments for the Subdivision of Parcel R22900-02-09A**

Parcel Identification Number	Lot ID	% of Total Equivalent Acres	Principal Portion of Assessments	Total Assessments
<u>Before Subdivision</u>				
R22900-02-09A			\$3,679,404.72	\$7,232,318.65
<u>After Subdivision</u>				
R22900-02-09A	Y1,Y3,Y4	60.0%	\$2,208,574.50	\$4,341,222.50
R22911-02-01	Y2	40.0%	\$1,470,830.22	\$2,891,096.15
R22908-06-01	Y5	0.0%	\$0.00	\$0.00
<b>Total</b>		<b>100.0%</b>	<b>\$3,679,404.72</b>	<b>\$7,232,318.65</b>

As noted in prior year version of this report, a Mandatory Assessment Prepayment was made in June 2014 for Parcel R22911-02-01 (tract Y2) which reduced the Assessments and the Principal Portion of Assessments on this Parcel to zero (\$0.00).

*Subdivision of Parcel R22900-02-07*

Since the last update to the Assessment Roll, real property Parcel R22900-02-07 has been subdivided into two new real property Parcels, including Parcel R22900-02-07 and Parcel R22900-02-62. Prior to the subdivision, there were no Assessments on Parcel R22900-02-07 (as indicated on the previously approved Assessment Roll) and as such, in accordance with the formula above, no Assessments are allocated to either of the resulting Parcels.

*Subdivision of Parcel R22900-02-08*

Since the last update to the Assessment Roll, real property Parcel R22900-02-08 has been subdivided into two new real property Parcels, including Parcel R22900-02-08 and Parcel R22900-02-60, which is a very small strip of land alongside a road on which no development is expected. Parcel R22900-02-60 has zero Equivalent Acres, and as such, in accordance with the formula above, no Assessments are allocated to Parcel 22900-02-60, leaving the Assessments unchanged on Parcel R22900-02-08.

*Subdivision of Parcel R22900-02-38*

Since the last update to the Assessment Roll, real property parcel R22900-02-38 has been subdivided into two new real property Parcels, including Parcel R22900-02-38 and Parcel 22900-02-61, as detailed below in the Table G. As indicated in Table G below, the remaining Parcel R22900-02-38 has 16.17 Equivalent Acres and Parcel R22900-02-61 has 2.30 Equivalent Acres.

**Table G**  
**Subdivision of Parcel R22900-02-38**

<b>Parcel Identification</b>	<b>Gross Acres</b>	<b>Estimated Net Acres</b>	<b>Class</b>	<b>Factor</b>	<b>Equivalent Acres</b>	<b>% of Total Equivalent Acres</b>
R22900-02-38	18.54	15.42	1	1.00	15.42	83.49%
R22900-02-38	1.29	1.29	2	0.58	0.75	4.05%
Total for R22900-02-38	19.83	16.71			16.17	
R22900-02-61	2.74	2.30	1	1.00	2.30	12.45%
	<b>22.57</b>	<b>19.01</b>			<b>18.47</b>	<b>100.00%</b>

The Assessments on Parcel R22900-02-38 prior to the subdivision shown above are shown below in Table H. The dollar amounts shown in Table H reflect the payment of the 2014-2015 Annual Payment for this Parcel.

**Table H**  
**Assessment on Parcel R22900-02-38 Prior to Subdivision**

<b>Parcel Identification</b>	<b>Principal Portion of Assessments</b>	<b>Total Assessments</b>
R22900-02-38	\$1,477,245.01	\$2,840,563.79

In accordance with formula shown above, the Assessments and the Principal Portion of the Assessments from prior Parcel R22900-02-38 have been allocated as shown in Table I. The dollar amounts shown below in Table I reflect the payment of the 2014-2015 Annual Payment for this Parcel.

**Table I**  
**Assessments after the Subdivision of Parcel R22900-02-38**

<b>Parcel Identification</b>	<b>Equivalent Acres</b>	<b>Percent of Total Equivalent Acres</b>	<b>Principal Portion of Assessments</b>	<b>Total Assessments</b>
R22900-02-38	16.17	87.55%	\$1,293,289.21	\$2,486,839.01
R22900-02-61	2.30	12.45%	\$183,955.79	\$353,724.78
	<b>18.47</b>	<b>100.00%</b>	<b>\$1,477,245.01</b>	<b>\$2,840,563.79</b>

Prepayments of the Assessments

Apart from the Mandatory Assessment Prepayment for Parcel R22911-02-01 explained in the prior year version of this report (titled the “Annual Assessment Report and Amendment of the Assessment Roll for the Imposition of Assessments in 2014 and Collection in 2015”) and noted above, there have been no prepayments of the Assessments.

Other Amendments to the Assessment Roll

The updated Assessment Roll, consisting of Appendix A-1 and Appendix A-2, reflects(i) the current Parcels in the District (resulting from the subdivisions of Parcels described above), (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments (including the Mandatory Assessment Prepayment described above), and (vii) any other changes to the Assessment Roll.

**SUMMARY**

The current Parcels in the District, the names of the owners of those Parcels, the Assessment for each Parcel (including the adjustments to the Assessments), the Annual Payment to be collected from each Parcel for the 2015-2016 assessment year, the changes in the Annual Assessments and the effect of any prepayments of the Assessments are shown in the Annual Assessment Roll, as amended, in Appendices A-1 and A-2 attached hereto.

In order to comply with the County's billing requirements, the Annual Payment on each Parcel has been rounded to the nearest cent. As a result of rounding, the aggregate Annual Payment billed to all Parcels for the 2015-2016 assessment year equals \$1,711,083.01.

Appendix A-1

ASSESSMENT ROLL  
ANNUAL ASSESSMENTS

Village of Sandhill Improvement District  
Richland County, South Carolina

Bond Year Ending Nov 1,	Principal	Interest and Administrative Expenses	Annual Assessment	Annual Credit	Annual Payment
2004	\$0	\$1,008,472	\$1,008,472	\$1,008,472	\$0
2005	\$0	\$1,650,000	\$1,650,000	\$1,595,000	\$55,000
2006	\$0	\$1,555,450	\$1,555,450	\$95,450	\$1,460,000
2007	\$286,000	\$1,555,450	\$1,841,450	\$141,450	\$1,700,000
2008	\$305,000	\$1,537,718	\$1,842,718	\$142,718	\$1,700,000
2009	\$324,000	\$1,518,808	\$1,842,808	\$92,808	\$1,750,000
2010	\$343,000	\$1,498,720	\$1,841,720	\$51,720	\$1,790,000
2011	\$366,000	\$1,477,454	\$1,843,454	\$18,454	\$1,825,000
2012	\$385,000	\$1,454,762	\$1,839,762	\$0	\$1,839,762
2013	\$413,000	\$1,430,892	\$1,843,892	\$0	\$1,843,892
2014	\$437,000	\$1,405,286	\$1,842,286	\$0	\$1,842,286
2015	\$432,000	\$1,279,867	\$1,711,867	\$223,867	\$1,488,000
2016	\$458,000	\$1,253,083	\$1,711,083	\$0	\$1,711,083
2017	\$484,000	\$1,224,687	\$1,708,687		
2018	\$514,000	\$1,194,679	\$1,708,679		
2019	\$550,000	\$1,162,811	\$1,712,811		
2020	\$580,000	\$1,128,711	\$1,708,711		
2021	\$619,000	\$1,092,751	\$1,711,751		
2022	\$658,000	\$1,054,373	\$1,712,373		
2023	\$697,000	\$1,013,577	\$1,710,577		
2024	\$741,000	\$970,363	\$1,711,363		
2025	\$785,000	\$924,421	\$1,709,421		
2026	\$833,000	\$875,751	\$1,708,751		
2027	\$885,000	\$824,105	\$1,709,105		
2028	\$942,000	\$769,235	\$1,711,235		
2029	\$998,000	\$710,831	\$1,708,831		
2030	\$1,060,000	\$648,955	\$1,708,955		
2031	\$1,129,000	\$583,235	\$1,712,235		
2032	\$1,199,000	\$513,237	\$1,712,237		
2033	\$1,273,000	\$438,899	\$1,711,899		
2034	\$1,351,000	\$359,973	\$1,710,973		
2035	\$1,435,000	\$276,211	\$1,711,211		
2036	\$1,523,000	\$187,241	\$1,710,241		
<b>Total</b>	<b>\$22,005,000</b>	<b>\$34,580,008</b>	<b>\$56,585,008</b>	<b>\$3,369,939</b>	<b>\$19,005,023</b>

The principal amounts shown above reflect the actual principal payments to date and scheduled bond redemptions for future years but excludes the 2014 bond redemption from a mandatory assessment prepayment; see Appendix A-2 for the total amount of remaining Assessments and Principal Portion of Assessments, as well as each Parcel's remaining Assessment and Principal Portion of Assessments.

Village at Sandhill Improvement District

Appendix A-2

September 4, 2015 Special Assessment Roll

Tax Account Number	Owner	Total Assessment <sup>1</sup>	Principal Portion of Assessment <sup>2</sup>	2015-2016 Annual Assessment	2015-2016 Annual Credit	2015-2016 Annual Payment
R22900-02-05	Village at Sandhill, LLC	\$461,982.44	\$240,255.56	\$21,968.34	\$0.00	\$21,968.34
R22900-02-06	Plex Indoor Sports, LLC	\$1,437,376.28	\$747,512.50	\$68,350.58	\$0.00	\$68,350.58
R22900-02-07	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	Regal Cinemas, Inc.	\$1,477,613.88	\$768,438.20	\$70,263.97	\$0.00	\$70,263.97
R22900-02-09A	Village at Sandhill, LLC	\$4,301,268.23	\$2,208,574.50	\$194,896.38	\$0.00	\$194,896.38
R22900-02-09B	Village at Sandhill, LLC	\$614,741.03	\$319,698.19	\$29,232.36	\$0.00	\$29,232.36
R22900-02-10	HD Development of Maryland, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	Vas Outparcels, LLC	\$435,907.27	\$226,695.08	\$20,728.40	\$0.00	\$20,728.40
R22900-02-12	Vas Outparcels, LLC	\$418,023.90	\$217,394.77	\$19,878.01	\$0.00	\$19,878.01
R22900-02-13	Sandhill Columbia SC, LLC	\$2,416,491.08	\$1,256,704.53	\$114,909.75	\$0.00	\$114,909.75
R22900-02-14	Sandhill Columbia SC, LLC	\$1,084,179.62	\$563,831.36	\$51,555.26	\$0.00	\$51,555.26
R22900-02-15	CSMC 2006-C5 Retail, LLC	\$856,166.59	\$445,252.39	\$40,712.71	\$0.00	\$40,712.71
R22900-02-16	CSMC 2006-C5 Retail, LLC	\$1,368,078.20	\$711,473.79	\$65,055.29	\$0.00	\$65,055.29
R22900-02-17	CSMC 2006-C5 Retail, LLC	\$458,261.49	\$238,320.47	\$21,791.40	\$0.00	\$21,791.40
R22900-02-18	CSMC 2006-C5 Retail, LLC	\$509,676.19	\$265,058.86	\$24,236.29	\$0.00	\$24,236.29
R22900-02-19	CSMC 2006-C5 Retail, LLC	\$916,522.98	\$476,640.94	\$43,582.79	\$0.00	\$43,582.79
R22900-02-20	CSMC 2006-C5 Retail, LLC	\$172,127.49	\$89,515.49	\$8,185.06	\$0.00	\$8,185.06
R22900-02-21A	CSMC 2006-C5 Retail, LLC	\$1,779,395.83	\$925,380.95	\$84,614.40	\$0.00	\$84,614.40
R22900-02-21B	JC Penney Corporation, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	CSMC 2006-C5 Retail, LLC	\$178,833.75	\$93,003.11	\$8,503.96	\$0.00	\$8,503.96
R22900-02-23	Vas Forum II, LLC	\$1,401,609.53	\$728,911.88	\$66,649.78	\$0.00	\$66,649.78
R22900-02-24	VAS HG LL	\$384,492.57	\$199,956.69	\$18,283.51	\$0.00	\$18,283.51
R22900-02-26	Richland County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	Vas Outparcels, LLC	\$384,492.57	\$199,956.69	\$18,283.51	\$0.00	\$18,283.51
R22900-02-28	Vas Outparcels, LLC	\$308,488.22	\$160,430.37	\$14,669.33	\$0.00	\$14,669.33
R22900-02-33	Vas Outparcels II, LLC	\$478,380.28	\$248,783.32	\$22,748.09	\$0.00	\$22,748.09
R22900-02-34	GRG Investments, LLC	\$131,889.89	\$68,589.79	\$6,271.67	\$0.00	\$6,271.67
R22900-02-35	LACCBSC, LLC	\$1,368,078.20	\$711,473.79	\$65,055.29	\$0.00	\$65,055.29
R22900-02-36	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	VAS Apartments, LLC	\$750,246.48	\$390,168.27	\$35,675.96	\$0.00	\$35,675.96
R22900-02-38	Village at Sandhill, LLC	\$2,486,839.01	\$1,293,289.21	\$118,254.96	\$0.00	\$118,254.96
R22900-02-39	Village at Sandhill, LLC	\$795,189.29	\$413,540.93	\$37,813.09	\$0.00	\$37,813.09
R22900-02-40	Village at Sandhill, LLC	\$46,142.51	\$23,996.57	\$2,194.18	\$0.00	\$2,194.18
R22900-02-41	TMW and Associates, LLC	\$109,203.94	\$56,791.89	\$5,192.90	\$0.00	\$5,192.90
R22900-02-42	Village at Sandhill, LLC	\$297,051.80	\$151,963.08	\$13,603.94	\$0.00	\$13,603.94
R22900-02-43	Village at Sandhill, LLC	\$420,259.31	\$218,557.31	\$19,984.31	\$0.00	\$19,984.31
R22900-02-44	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-46	Village at Sandhill, LLC	\$257,440.59	\$131,699.13	\$11,789.88	\$0.00	\$11,789.88
R22900-02-47	Village at Sandhill, LLC	\$260,195.61	\$133,108.52	\$11,916.05	\$0.00	\$11,916.05
R22900-02-48	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-49	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-50	Village at Sandhill, LLC	\$145,767.02	\$75,806.64	\$6,931.56	\$0.00	\$6,931.56
R22900-02-51	Village at Sandhill, LLC	\$425,156.22	\$217,497.57	\$19,470.67	\$0.00	\$19,470.67
R22900-02-52	Village at Sandhill, LLC	\$43,461.76	\$22,602.44	\$2,066.71	\$0.00	\$2,066.71
R22900-02-53	Village at Sandhill, LLC	\$114,288.34	\$59,436.05	\$5,434.68	\$0.00	\$5,434.68
R22900-02-54	Village at Sandhill, LLC	\$112,678.64	\$58,598.92	\$5,358.13	\$0.00	\$5,358.13
R22900-02-55	Village at Sandhill, LLC	\$109,459.25	\$56,924.66	\$5,205.04	\$0.00	\$5,205.04
R22900-02-56	Village at Sandhill, LLC	\$62,778.10	\$32,647.97	\$2,985.24	\$0.00	\$2,985.24
R22900-02-57	Village at Sandhill, LLC	\$239,844.54	\$124,731.98	\$11,405.16	\$0.00	\$11,405.16
R22900-02-58	Village at Sandhill, LLC	\$445,885.49	\$231,884.29	\$21,202.89	\$0.00	\$21,202.89
R22900-02-59	VAS Apartments, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-60	VAS Apartments, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-61	Columbia Commercial LLC	\$353,724.78	\$183,955.79	\$16,820.43	\$0.00	\$16,820.43
R22900-02-62	Columbia Commercial LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22908-06-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-01-01	VAS Forum III, LLC	\$330,842.44	\$172,055.75	\$15,732.33	\$0.00	\$15,732.33
R22911-01-02	VAS Forum III, LLC	\$319,665.33	\$166,243.06	\$15,200.83	\$0.00	\$15,200.83
R22911-02-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22982-01-01	Columbia Commercial LLC	\$24,150.89	\$12,559.76	\$1,148.43	\$0.00	\$1,148.43

Tax Account Number	Owner	Total Assessment <sup>1</sup>	Principal Portion of Assessment <sup>2</sup>	2015-2016 Annual Assessment	2015-2016 Annual Credit	2015-2016 Annual Payment
R22982-01-02	Columbia Commercial LLC	\$24,993.31	\$12,997.86	\$1,188.49	\$0.00	\$1,188.49
R22982-02-01	Vas Scu, LLC	\$2,680.20	\$1,393.85	\$127.45	\$0.00	\$127.45
R22982-02-02	Redus One LLC	\$2,680.20	\$1,393.85	\$127.45	\$0.00	\$127.45
R22982-02-03	Redus One LLC	\$2,231.06	\$1,160.28	\$106.09	\$0.00	\$106.09
R22982-02-04	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-02-05	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-02-06	Redus One LLC	\$2,204.36	\$1,146.39	\$104.82	\$0.00	\$104.82
R22982-02-07	Redus One LLC	\$2,677.77	\$1,392.58	\$127.33	\$0.00	\$127.33
R22982-02-08	Redus One LLC	\$2,753.03	\$1,431.72	\$130.91	\$0.00	\$130.91
R22982-02-09	Redus One LLC	\$3,602.73	\$1,873.61	\$171.32	\$0.00	\$171.32
R22982-02-10	Redus One LLC	\$2,677.77	\$1,392.58	\$127.33	\$0.00	\$127.33
R22982-02-11	Redus One LLC	\$2,204.36	\$1,146.39	\$104.82	\$0.00	\$104.82
R22982-02-12	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-02-13	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-02-14	Redus One LLC	\$2,228.64	\$1,159.01	\$105.98	\$0.00	\$105.98
R22982-02-15	Redus One LLC	\$2,680.20	\$1,393.85	\$127.45	\$0.00	\$127.45
R22982-02-16	Redus One LLC	\$1,815.93	\$944.38	\$86.35	\$0.00	\$86.35
R22982-03-01	Redus One LLC	\$2,680.20	\$1,393.85	\$127.45	\$0.00	\$127.45
R22982-03-02	Redus One LLC	\$2,680.20	\$1,393.85	\$127.45	\$0.00	\$127.45
R22982-03-03	Redus One LLC	\$2,231.06	\$1,160.28	\$106.09	\$0.00	\$106.09
R22982-03-04	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-03-05	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-03-06	Redus One LLC	\$2,204.36	\$1,146.39	\$104.82	\$0.00	\$104.82
R22982-03-07	Redus One LLC	\$2,677.77	\$1,392.58	\$127.33	\$0.00	\$127.33
R22982-03-08	MPLV, LLC	\$2,753.03	\$1,431.72	\$130.91	\$0.00	\$130.91
R22982-03-09	Redus One LLC	\$3,602.73	\$1,873.61	\$171.32	\$0.00	\$171.32
R22982-03-10	Redus One LLC	\$2,677.77	\$1,392.58	\$127.33	\$0.00	\$127.33
R22982-03-11	Mofor, Achu	\$2,204.36	\$1,146.39	\$104.82	\$0.00	\$104.82
R22982-03-12	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-03-13	Redus One LLC	\$2,454.42	\$1,276.43	\$116.71	\$0.00	\$116.71
R22982-03-14	Redus One LLC	\$2,231.06	\$1,160.28	\$106.09	\$0.00	\$106.09
R22982-03-15	Redus One LLC	\$2,680.20	\$1,393.85	\$127.45	\$0.00	\$127.45
R22982-03-16	Vas Scu, LLC	\$1,815.93	\$944.38	\$86.35	\$0.00	\$86.35
R22982-04-01	Columbia Commercial LLC	\$25,154.13	\$13,081.49	\$1,196.14	\$0.00	\$1,196.14
R22982-04-02	Columbia Commercial LLC	\$22,173.66	\$11,531.49	\$1,054.41	\$0.00	\$1,054.41
R22982-05-01	Redus One LLC	\$2,739.76	\$1,424.82	\$130.28	\$0.00	\$130.28
R22982-05-02	Redus One LLC	\$2,739.76	\$1,424.82	\$130.28	\$0.00	\$130.28
R22982-05-03	Redus One LLC	\$2,280.65	\$1,186.06	\$108.45	\$0.00	\$108.45
R22982-05-04	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-05-05	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-05-06	Redus One LLC	\$2,253.35	\$1,171.86	\$107.15	\$0.00	\$107.15
R22982-05-07	Redus One LLC	\$2,737.27	\$1,423.53	\$130.16	\$0.00	\$130.16
R22982-05-08	Redus One LLC	\$2,814.21	\$1,463.54	\$133.82	\$0.00	\$133.82
R22982-05-09	Redus One LLC	\$3,707.61	\$1,928.15	\$176.31	\$0.00	\$176.31
R22982-05-10	Redus One LLC	\$2,737.27	\$1,423.53	\$130.16	\$0.00	\$130.16
R22982-05-11	Redus One LLC	\$2,253.35	\$1,171.86	\$107.15	\$0.00	\$107.15
R22982-05-12	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-05-13	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-05-14	Redus One LLC	\$2,280.65	\$1,186.06	\$108.45	\$0.00	\$108.45
R22982-05-15	Redus One LLC	\$2,739.76	\$1,424.82	\$130.28	\$0.00	\$130.28
R22982-05-16	Redus One LLC	\$1,856.28	\$965.37	\$88.27	\$0.00	\$88.27
R22982-06-01	Redus One LLC	\$2,739.76	\$1,424.82	\$130.28	\$0.00	\$130.28
R22982-06-02	Redus One LLC	\$2,739.76	\$1,424.82	\$130.28	\$0.00	\$130.28
R22982-06-03	Redus One LLC	\$2,280.65	\$1,186.06	\$108.45	\$0.00	\$108.45
R22982-06-04	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-06-05	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-06-06	Redus One LLC	\$2,253.35	\$1,171.86	\$107.15	\$0.00	\$107.15
R22982-06-07	Redus One LLC	\$2,737.27	\$1,423.53	\$130.16	\$0.00	\$130.16
R22982-06-08	Redus One LLC	\$2,814.21	\$1,463.54	\$133.82	\$0.00	\$133.82
R22982-06-09	Redus One LLC	\$3,682.78	\$1,915.25	\$175.13	\$0.00	\$175.13
R22982-06-10	Redus One LLC	\$2,737.27	\$1,423.53	\$130.16	\$0.00	\$130.16
R22982-06-11	Redus One LLC	\$2,253.35	\$1,171.86	\$107.15	\$0.00	\$107.15

Tax Account Number	Owner	Total Assessment <sup>1</sup>	Principal Portion of Assessment <sup>2</sup>	2015-2016 Annual Assessment	2015-2016 Annual Credit	2015-2016 Annual Payment
R22982-06-12	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-06-13	Redus One LLC	\$2,508.96	\$1,304.79	\$119.31	\$0.00	\$119.31
R22982-06-14	Redus One LLC	\$2,280.65	\$1,186.06	\$108.45	\$0.00	\$108.45
R22982-06-15	Redus One LLC	\$2,739.76	\$1,424.82	\$130.28	\$0.00	\$130.28
R22982-06-16	Redus One LLC	\$1,856.28	\$965.37	\$88.27	\$0.00	\$88.27
R22982-07-01	Columbia Commercial LLC	\$16,313.07	\$8,483.67	\$775.72	\$0.00	\$775.72
R22982-07-02	Columbia Commercial LLC	\$15,230.06	\$7,920.45	\$724.22	\$0.00	\$724.22
R22982-08-01	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-08-02	Redus One LLC	\$2,057.19	\$1,069.85	\$97.82	\$0.00	\$97.82
R22982-08-03	Redus One LLC	\$1,742.67	\$906.28	\$82.87	\$0.00	\$82.87
R22982-08-04	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-08-05	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-08-06	Redus One LLC	\$1,720.57	\$894.79	\$81.82	\$0.00	\$81.82
R22982-08-07	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-08-08	Redus One LLC	\$2,101.40	\$1,092.84	\$99.93	\$0.00	\$99.93
R22982-08-09	Redus One LLC	\$2,740.66	\$1,425.29	\$130.32	\$0.00	\$130.32
R22982-08-10	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-08-11	Redus One LLC	\$1,720.57	\$894.79	\$81.82	\$0.00	\$81.82
R22982-08-12	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-08-13	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-08-14	Vas Condominium, LLC	\$1,742.67	\$906.28	\$82.87	\$0.00	\$82.87
R22982-08-15	Vas Condominium, LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-08-16	Vas Condominium, LLC	\$1,450.24	\$754.20	\$68.96	\$0.00	\$68.96
R22982-09-01	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-09-02	Redus One LLC	\$2,057.19	\$1,069.85	\$97.82	\$0.00	\$97.82
R22982-09-03	Redus One LLC	\$1,742.67	\$906.28	\$82.87	\$0.00	\$82.87
R22982-09-04	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-09-05	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-09-06	Redus One LLC	\$1,720.57	\$894.79	\$81.82	\$0.00	\$81.82
R22982-09-07	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-09-08	Redus One LLC	\$2,101.40	\$1,092.84	\$99.93	\$0.00	\$99.93
R22982-09-09	Redus One LLC	\$2,740.66	\$1,425.29	\$130.32	\$0.00	\$130.32
R22982-09-10	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-09-11	Redus One LLC	\$1,720.57	\$894.79	\$81.82	\$0.00	\$81.82
R22982-09-12	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-09-13	Redus One LLC	\$1,899.09	\$987.62	\$90.31	\$0.00	\$90.31
R22982-09-14	Redus One LLC	\$1,742.67	\$906.28	\$82.87	\$0.00	\$82.87
R22982-09-15	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-09-16	Redus One LLC	\$1,450.24	\$754.20	\$68.96	\$0.00	\$68.96
R22982-10-01	Redus One LLC	\$2,043.60	\$1,062.78	\$97.18	\$0.00	\$97.18
R22982-10-02	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-10-03	Redus One LLC	\$1,742.67	\$906.28	\$82.87	\$0.00	\$82.87
R22982-10-04	Redus One LLC	\$2,655.65	\$1,381.08	\$126.28	\$0.00	\$126.28
R22982-10-05	Redus One LLC	\$2,655.65	\$1,381.08	\$126.28	\$0.00	\$126.28
R22982-10-06	Redus One LLC	\$1,720.57	\$894.79	\$81.82	\$0.00	\$81.82
R22982-10-07	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-10-08	Redus One LLC	\$3,005.89	\$1,563.22	\$142.94	\$0.00	\$142.94
R22982-10-09	Redus One LLC	\$3,794.76	\$1,973.48	\$180.45	\$0.00	\$180.45
R22982-10-10	Redus One LLC	\$2,043.60	\$1,062.78	\$97.18	\$0.00	\$97.18
R22982-10-11	Redus One LLC	\$1,720.57	\$894.79	\$81.82	\$0.00	\$81.82
R22982-10-12	Redus One LLC	\$2,647.16	\$1,376.66	\$125.88	\$0.00	\$125.88
R22982-10-13	Redus One LLC	\$2,647.16	\$1,376.66	\$125.88	\$0.00	\$125.88
R22982-10-14	Redus One LLC	\$1,742.67	\$906.28	\$82.87	\$0.00	\$82.87
R22982-10-15	Redus One LLC	\$2,045.30	\$1,063.66	\$97.26	\$0.00	\$97.26
R22982-10-16	Redus One LLC	\$1,448.54	\$753.32	\$68.88	\$0.00	\$68.88
R22982-11-01	Redus One LLC	\$15,543.95	\$8,083.69	\$739.15	\$0.00	\$739.15
R22982-11-02	Redus One LLC	\$15,333.41	\$7,974.19	\$729.14	\$0.00	\$729.14
R22982-12-01	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-12-02	Redus One LLC	\$2,071.16	\$1,077.11	\$98.49	\$0.00	\$98.49
R22982-12-03	Redus One LLC	\$1,754.50	\$912.43	\$83.43	\$0.00	\$83.43
R22982-12-04	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92
R22982-12-05	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92

Tax Account Number	Owner	Total Assessment <sup>1</sup>	Principal Portion of Assessment <sup>2</sup>	2015-2016 Annual Assessment	2015-2016 Annual Credit	2015-2016 Annual Payment
R22982-12-06	Redus One LLC	\$1,732.24	\$900.86	\$82.37	\$0.00	\$82.37
R22982-12-07	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-12-08	Redus One LLC	\$2,115.66	\$1,100.26	\$100.60	\$0.00	\$100.60
R22982-12-09	Redus One LLC	\$2,759.26	\$1,434.96	\$131.21	\$0.00	\$131.21
R22982-12-10	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-12-11	Redus One LLC	\$1,732.24	\$900.86	\$82.37	\$0.00	\$82.37
R22982-12-12	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92
R22982-12-13	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92
R22982-12-14	Redus One LLC	\$1,754.50	\$912.43	\$83.43	\$0.00	\$83.43
R22982-12-15	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-12-16	Redus One LLC	\$1,460.08	\$759.32	\$69.43	\$0.00	\$69.43
R22982-13-01	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-13-02	Redus One LLC	\$2,071.16	\$1,077.11	\$98.49	\$0.00	\$98.49
R22982-13-03	Redus One LLC	\$1,754.50	\$912.43	\$83.43	\$0.00	\$83.43
R22982-13-04	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92
R22982-13-05	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92
R22982-13-06	Redus One LLC	\$1,732.24	\$900.86	\$82.37	\$0.00	\$82.37
R22982-13-07	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-13-08	Redus One LLC	\$2,115.66	\$1,100.26	\$100.60	\$0.00	\$100.60
R22982-13-09	Redus One LLC	\$2,759.26	\$1,434.96	\$131.21	\$0.00	\$131.21
R22982-13-10	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-13-11	Redus One LLC	\$1,732.24	\$900.86	\$82.37	\$0.00	\$82.37
R22982-13-12	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92
R22982-13-13	Redus One LLC	\$1,911.97	\$994.33	\$90.92	\$0.00	\$90.92
R22982-13-14	Redus One LLC	\$1,754.50	\$912.43	\$83.43	\$0.00	\$83.43
R22982-13-15	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-13-16	Redus One LLC	\$1,460.08	\$759.32	\$69.43	\$0.00	\$69.43
R22982-14-01	Redus One LLC	\$2,057.46	\$1,069.99	\$97.84	\$0.00	\$97.84
R22982-14-02	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-14-03	Redus One LLC	\$1,754.50	\$912.43	\$83.43	\$0.00	\$83.43
R22982-14-04	Redus One LLC	\$2,673.68	\$1,390.45	\$127.14	\$0.00	\$127.14
R22982-14-05	Redus One LLC	\$2,673.68	\$1,390.45	\$127.14	\$0.00	\$127.14
R22982-14-06	Redus One LLC	\$1,732.24	\$900.86	\$82.37	\$0.00	\$82.37
R22982-14-07	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-14-08	Redus One LLC	\$3,026.28	\$1,573.83	\$143.91	\$0.00	\$143.91
R22982-14-09	Redus One LLC	\$3,820.51	\$1,986.87	\$181.67	\$0.00	\$181.67
R22982-14-10	Redus One LLC	\$2,057.46	\$1,069.99	\$97.84	\$0.00	\$97.84
R22982-14-11	Redus One LLC	\$1,732.24	\$900.86	\$82.37	\$0.00	\$82.37
R22982-14-12	Redus One LLC	\$2,665.11	\$1,386.00	\$126.73	\$0.00	\$126.73
R22982-14-13	Redus One LLC	\$2,665.11	\$1,386.00	\$126.73	\$0.00	\$126.73
R22982-14-14	Redus One LLC	\$1,754.50	\$912.43	\$83.43	\$0.00	\$83.43
R22982-14-15	Redus One LLC	\$2,059.18	\$1,070.88	\$97.92	\$0.00	\$97.92
R22982-14-16	Redus One LLC	\$1,458.36	\$758.43	\$69.35	\$0.00	\$69.35
R23000-05-01	First Citizens Bank & Trust	\$368,844.62	\$191,818.91	\$17,539.42	\$0.00	\$17,539.42
R23000-05-02	Vas Marketplace, LLC	\$2,722,743.87	\$1,415,972.35	\$129,472.79	\$0.00	\$129,472.79
R23000-05-03	Redus One LLC	\$277,192.32	\$144,154.82	\$13,181.14	\$0.00	\$13,181.14
R23000-05-04	VAS OP 19 LLC	\$82,710.61	\$43,013.94	\$3,933.08	\$0.00	\$3,933.08
R23000-05-05	Vas Outparcels, LLC	\$514,147.04	\$267,383.94	\$24,448.88	\$0.00	\$24,448.88
R23000-05-06	Vas Outparcels, LLC	\$277,192.32	\$144,154.82	\$13,181.14	\$0.00	\$13,181.14
<b>Total</b>		<b>\$36,231,646.58</b>	<b>\$18,803,561.07</b>	<b>\$1,711,083.00</b>	<b>\$0.00</b>	<b>\$1,711,083.00</b>

<sup>1</sup> Includes the outstanding 2014-2015 Annual Payment for the following five parcels: R22900-02-09A, R22900-02-42, R22900-02-46, R22900-02-47, R22900-02-51.

<sup>2</sup> Includes the Principal Portion of Assessments included within the outstanding 2014-2015 Annual Payment for the following five parcels: R22900-02-09A, R22900-02-42, R22900-02-46, R22900-02-47, R22900-02-51.

# Richland County Council Request of Action

**Subject:**

Building Codes Board of Appeals - 1

- a. Victor Snipes
- b. Willie Farmer



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

**Applicant must reside in Richland County.**

Name: Victor Snipes

Home Address: 2715 Kennedy Street Columbia, SC 29205

Telephone: (home) 803.530.2400 (m) (work) 803.252.4140

Office Address: 906 S Edisto Ave Columbia, SC 29205 / PO box 5252, Columbia SC 29250

Email Address: snipeselectric@sc.rr.com

Educational Background: Some College

Professional Background: Electrical Contractor

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

Name of Committee in which interested: Building Codes Board of Adjustment

Reason for interest: Being able to work with Building Officials and Individuals to resolve issues

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

Being a Business Owner for Over 30 Years Working In the Building Industry

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Donny Phipps

Hours willing to commit each month: When Ever Needed

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

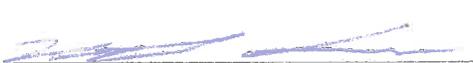
Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

8/10/15  
Date

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

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

**Applications are current for one year.**

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

2



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

**Applicant must reside in Richland County.**

Name: WILLIE FARMER  
Home Address: 126 NELSON ROAD  
Telephone: (home) 803-600-7689 (work) ~~803-714-1075~~  
Office Address: 126 NELSON ROAD  
Email Address: farmerelec@yahoo.com  
Educational Background: some colleage  
Professional Background: Master Electrician  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: BUILDING CODES BRD OF APPEALS  
Reason for interest: Help improve our field

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

An experienced electrician in the field for many years

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

Any other information you wish to give? worked with Ms. McDaniels in the past

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 10 hours

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes  No

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes  No

If so, describe: Owner of a company specialized in electrical

Willie E. Furr 08/26/2015  
Applicant's Signature Date

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

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

**Applications are current for one year.**

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

## Richland County Council Request of Action

**Subject:**

Employee Grievance Committee - 2

- a. Kecia D. Lara
- b. Tynika N. Legette
- c. Betty Etheredge



## EMPLOYEE GRIEVANCE COMMITTEE APPLICATION

Name: Kecia D. Lara  
Home Address: 3812 Webb Court, Columbia, SC 29204  
Telephone: (home) (803) 786-4186 (work) (803) 576-2148  
Office Address: 2020 Hampton Street, Columbia SC 29204  
Email Address: Larak@rcgov.us  
Educational Background: MBA-Finance  
Professional Background: Accounting, Building Inspections and Property Maintenance  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Grievance  
Reason for interest: I want to make a personal contribution to the County.

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

Working in the Ombudsmans Office and Property Maintenance has taught me how to keep personal feelings separate when making professional decisions. My consistant goal is to be fair to all customers.

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

Any other information you wish to give? No

Recommended by Council Member(s): NONE

Hours willing to commit each month: The hours that are required.

### CONFLICT OF INTEREST POLICY

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through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes  No

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes  No

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

August 21, 2015  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: [recoco@rcgov.us](mailto:recoco@rcgov.us)**  
**For more information call (803) 576-2060.**

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

**Applications are current for one year.**

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

2



**EMPLOYEE GRIEVANCE COMMITTEE APPLICATION**

Name: TYNIKA N LEGETTE

Home Address: 1568 RABON FARM LANE

Telephone: (home) 803-665-1899 (work) 803-576-3246

Office Address: 201 JOHN MARK DIAL DRIVE

Email Address: LEGETTET@RCGOV.US

Educational Background: 2 years of college

Professional Background: 13 years Correctional Officer

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

Name of Committee in which interested: EMPLOYEE GRIEVANCE COMMITTEE

Reason for interest: I have 13 years of experience with the county. I have carried the role as a Detention Supervisor for 8 years. I feel my experience and training skills will be effective on the grievance committee.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
CERTIFICATES OF TRAINING ON LEADERSHIP SKILLS, ADVANCE SUPERVISORY SKILL TRAINING, SCCJA CERTIFICATION, disciplined, intelligent, self confident, trust worthy

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

Any other information you wish to give? EMPLOYEE WITH THE COUNTY FOR 13 YEARS

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: \_\_\_\_\_

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

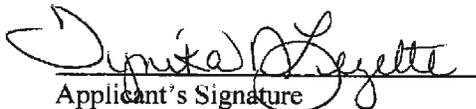
Yes  No

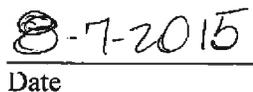
#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes  No

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

  
Date

**Return to:**  
Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: [rccoco@rcgov.us](mailto:rccoco@rcgov.us)  
For more information call (803) 576-2060.

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

**Applications are current for one year.**

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

2



**EMPLOYEE GRIEVANCE COMMITTEE APPLICATION**

Name: Betty A. Etheredge  
Home Address: 264 Nurnberg Dr., Batesburg-Leesville, SC 29070  
Telephone: (home) 803-657-7515 (work) 803-576-2161  
Office Address: 2020 Hampton Street, Columbia, SC 29204  
Email Address: etheredgeb@rcgov.us; bethyaeth@comporium.net  
Educational Background: Associater in Art Art Institute of Atlanta  
Professional Background: 15 yrs. CMC06 12 1/2 Richland County

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

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: Have served for 9 yrs., learn a lot about the county and how it operates in all departments

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

\_\_\_\_\_

Presently serve on any County Committee, Board or Commission? Grievance Committee

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Bill Malinowski

Hours willing to commit each month: 4-6

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Betty DeHendry* Aug. 20, 2015  
Applicant's Signature Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: [rcoco@regov.us](mailto:rcoco@regov.us)**  
**For more information call (803) 576-2060.**

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**Applications are current for one year.**

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

## Richland County Council Request of Action

**Subject:**

Midlands Regional Convention Center Authority - 1

- a. Amber Martin
- b. Tony Tam



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

**Applicant must reside in Richland County.**

Name: Amber Martin  
Home Address: 3129 Oakview Road/29204  
Telephone: (home) (706) 951-6459 (work) (803) 760-1700(15)  
Office Address: 120 Blarney Drive/29223  
Email Address: ambmartin0310@yahoo.com/amartin@high-risehotels.com  
Educational Background: Bachelor's Degree/University of South Carolina-Columbia  
Professional Background: Seven years in hospitality industry.  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Midlands Authority for Convention, Sports & Tour  
Reason for interest: I believe I could bring a fresh outlook to the board as well as energy and optimism in every effort to bring more business/events to Columbia.  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
I am highly motivated, professional, and courteous. I will listen to all opinions and offer suggestions and input as requested.  
Presently serve on any County Committee, Board or Commission? Accommodations Tax  
Any other information you wish to give? I am very familiar with the Midlands Authority  
Recommended by Council Member(s): Jim Manning and Damon Jeter  
Hours willing to commit each month: As many as needed.

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No AME

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No AME

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amelia Martin  
Applicant's Signature

August 21, 2015  
Date

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

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

**Applications are current for one year.**

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

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Tony Tam

Home Address: 116 High Bluff Lane, Irmo 29063

Telephone: (home) 803 309 5878 (work) 803 772 2629

Office Address: One Surrey Court, Columbia 29212

Email Address: ttam@imichotels.com

Educational Background: Bachelor Science Business Marketing

Professional Background: Hotel Management & Development

Male [checked] Female [ ] Age: 18-25 [ ] 26-50 [checked] Over 50 [ ]

Name of Committee in which interested: Midlands Authority Sports Tourism & Conventions

Reason for interest: Serve the community with my experience

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

Managing hotels & development projects for various owners around the country

Presently serve on any County Committee, Board or Commission? n/a

Any other information you wish to give? Resume Avail upon request

Recommended by Council Member(s):

Hours willing to commit each month: As much as it takes

CONFLICT OF INTEREST POLICY

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No ✓

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

June 10, 2015  
Date

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

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

**Applications are current for one year.**

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

# Richland County Council Request of Action

**Subject:**

Procurement Review Panel - 2

a. Allen Brown



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Allen P. Brown

Home Address: 115 Sandpine Circle

Telephone: (home) 803-736-8725 (work) 803-798-1988

Office Address: 250 Berryhill Rd., Ste 2011

Email Address: allen@sepreservation.com / allenbrown30@gmail.com

Educational Background: B.S. Mgt, MIS, Finance; MBA - Finance Concentration

Professional Background: 12yrs Military Service - (Army Officer - Enlisted), Commercial Loan Officer, Financial Advisor

Male [ ] Female [ ]

Age: 18-25 [ ] 26-50 [x] Over 50 [ ]

Name of Committee in which interested: Procurement Review Panel

Reason for interest: Interested in helping develop & implement fair and equitable vendor selection policies, procedures and practices

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

see attachment

Presently serve on any County Committee, Board or Commission?

Any other information you wish to give? 2006 GACC Young Professional of the Year, LC Graduate

Recommended by Council Member(s):

Hours willing to commit each month: 4-8 hours

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X an

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes an No \_\_\_\_\_

If so, describe: Currently serve on Board of Directors of the National Assoc. of Minority Contractors SC. As a member I personally support and have an interest in growing and creating capacity for historically disadvantaged business enterprises.

[Signature]

08/26/2015  
Date

Applicant's Signature

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

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

**Applications are current for one year.**

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

I left Columbia in 1991 to join the Armed Forces. A veteran, formerly serving in the United States Army as an “All-American Soldier” in the elite 82<sup>nd</sup> Airborne Division, Allen, I returned to my native home to attend college at the University of South Carolina, where I received a Commission as a Army Officer upon graduating in 2002 with BS degrees in Finance, Management Science (MIS), Management with a concentration in entrepreneurship, in addition to Sport and Entertainment Management. Later receiving my MBA from Webster University. These experiences have helped to broaden my perspectives as a look for opportunities improve economic inclusion in my community.

Apart from the time I spent serving in the Army, I have spent all of my life living and working in Richland County. Doing so has afforded me the privilege of seeing significant changes occur. From the demolishing of the Saxon Home Projects and building of single family homes in the Reid Street communities, to the removal of trees and building of homes in Northeast Columbia. The roots I have in this community, the first hand knowledge I have gained of what it means to be a resident of Richland County for over 30 years will prove to be beneficial.

Also, as a former commercial lender with South Carolina Community Bank, and BB&T, graduating from Branch Banking and Trust’s (BB&T’s) Management/Leadership Development Program, I have worked with individuals, church leaders and business owners for over 10 years helping them to maximize and manage their money in the most effective and efficient ways possible. I understand how changes in the economy can create opportunities and place downward pressure on the decisions leaders make when leading their organizations. I am currently the Director of Operations for a local Registered Investment Advisory (RIA) firm servicing over 200 clients with more than \$50 Million Assets Under Management (AUM). In this role I am constantly reviewing and updating our business practices to support our strategic goals in an ever-changing industry and local market.

# Richland County Council Request of Action

**Subject:**

CMRTA Board Terms

CMRTA Board Terms Proposed Motion:

I move that the three Richland County appointees to the CMRTA Board continue to serve with the 1, 2, and 3 year terms assigned alphabetically; therefore, Mac Bennett will serve the one year time, Jennifer Harding will serve the two year term, and Kelvin Washington will serve the three year term. Thereafter, all appointees shall each serve a three year term. If approved, this action will be contingent on similar acting being taken by the City of Columbia regarding its appointees.

## Richland County Council Request of Action

**Subject:**

Ex Officio Members Motion:

Ordinance providing for the appointment of Ex Officio members to public bodies whose membership is appointed by the governing body of Richland County. The governing body of Richland County may appoint up to three (3) ex officio members to any board, commission, committee, entity or any other "public body" as defined in the South Carolina Freedom of Information Act whose members are appointed by the governing body of Richland County. Such ex officio members shall pursuant to Roberts Rules of Order have all the privileges of board (or other public entity) membership, including the right to make motions and to vote and to participate in regular or special called meetings and executive sessions, but none of the obligations. Ex officio members have no obligation to participate and should not be counted in determining the number required for a quorum or whether a quorum is present at a meeting. When an ex officio member of any board, commission, committee, entity or any other public body ceases to hold the office that entitles him or her to such membership, his or her membership on the public body terminates automatically [WASHINGTON]

**Ordinance providing for the appointment of Ex Officio members to the public whose membership is appointed by the governing body of Richland County**

“The governing body of Richland County may appoint up to three (3) ex officio members to any board, commission, committee, entity or any other “public body” as defined in the South Carolina Freedom of Information Act whose members are appointed by the governing body of Richland County. Such ex officio members shall pursuant to Robert’s Rules of Order have all the privileges of board (or other public entity) membership, including the right to make motions and to vote and to participate in regular or special called meetings and executive sessions, but none of the obligations. Ex officio members have no obligation to participate and should not be counted in determining the number required for a quorum or whether a quorum is present at a meeting. When an ex officio member of any board, commission, committee, entity or any other public body ceases to hold the office that entitles him or her to such membership, his or her membership on the public body terminates automatically.”

[Washington]

**SCAC Response:**

July 14, 2015

County Council is authorized by the state code to enact rules of procedure. There are no statutes in the state code that I can find that prohibit the council from enacting specific rules for the appointment of members ex officio to county boards/commissions.

While I found nothing in the code to prohibit the council rule you discussed, I would address this issue with your county attorney.

John K. DeLoache  
Staff Attorney  
SC Association of Counties  
PO Box 8207  
Columbia, SC 29202  
(803) 252-7255 toll free in SC 1-800-922-6081  
Fax (803) 252-0379

## Richland County Council Request of Action

**Subject:**

Modify the Rules of Council to allow Council to respond to citizens during the Citizens' Input portion of Council meetings [PEARCE]

## Richland County Council Request of Action

**Subject:**

Allow Council members to electronically participate in ad hoc committee meetings [WASHINGTON]

# Richland County Council Request of Action

**Subject:**

Grievance Committee

## **The Employee Grievance Committee**

The County Council will appoint a committee composed of seven (7) employees to serve for staggered terms of three (3) years, except that the members appointed initially will be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms will expire each year.

A member will continue to serve after the expiration of his term until a successor is appointed.

Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term will be for the unexpired term.

Any member may be appointed for succeeding terms at the discretion of the County Council.

All members will be selected on a broadly representative basis from among County employees

Members employed in the same department as the grieving employee and members who have formed an opinion on the issues prior to the hearing, will not participate in that employee's hearing.

The Council will qualify and appoint no fewer than one (1) and no more than four (4) employees to serve for a term of three (3) years as alternate members of the Employee Grievance Committee. In the event three (3) or more permanent members of the committee are disqualified or otherwise unable to participate in a grievance proceeding, such that a quorum of the committee as required by this section would otherwise be unavailable, a sufficient number of alternate members should be called to constitute a quorum so that the grievance may be heard.

Alternate members may seek appointment as interim or permanent committee members as vacancies occur, in which event the council will designate replacement for such alternate members so chosen for full membership on the committee.

The committee annually will select its own chair from among its members. The chair will serve as the presiding officer at all hearings which s/he attends, but may designate some other member to serve as presiding officer in his/her absence. The chair will have authority to schedule and to re-schedule all hearings.

A quorum consists of at least five (5) members, and no hearings may be held without a quorum.

## Richland County Council Request of Action

**Subject:**

Design Exception addition to Dirt Road Paving Ordinance:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add language regarding a design exception for paved surface width [FIRST READING]

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-20, ROAD PAVING PROGRAM; SO AS TO ADD LANGUAGE REGARDING A DESIGN EXCEPTION FOR PAVED SURFACE WIDTH.

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 21, Roads, Highways and Bridges; Section 21-20, Road paving program; is hereby amended by the addition of subsection (j), to read as follows:

(j) Design exceptions for dirt road paved surface widths less than eighteen (18) feet.

Design exceptions for paved surface widths less than the minimum eighteen (18) feet may be considered for dirt roads, as follows:

(1) The dirt road must be equal to or less than 500 feet in total length.

(2) The road must be classified as low volume by traffic volume per the County Low Volume Design Manual dated November 2013 which equates to traffic volumes less than 400 vehicles per day.

(3) The road must not be classified as a through road.

(4) If a dirt road being considered for paving meets the criteria for design exception stated in paragraphs (j) (1), (2), and (3), above, then following steps must be taken before a design exception is approved:

a) The Director of Transportation and the Director of Public Works shall take a scoping visit and conduct a design field review of the road to identify conflicts that may preclude installing a minimum paved surface width of eighteen (18) feet.

b) Staff shall obtain and review crash data for the road by number and types of crashes, including fatal crash rate.

c) A Design Exception Form shall be completed documenting the proposed design exception and the justifications therefore.

d) Then, when he/she deems it appropriate, the Director of Transportation shall make a recommendation for a paved surface width design exception to the Director of Public Works. The Director of Public Works shall make the final determination of whether to approve the paved surface width design exception and shall maintain a record of all approvals and denials.

(5) Regardless of the above, in no case shall a paved surface width be allowed less than fifteen (15) feet.

(6) The above design exception shall apply only to paved surface widths of dirt roads in limited circumstances and shall not allow for exceptions to any other design, asphalt, drainage, or construction standards.

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 \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chairperson

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

OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniel  
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: