

5. a. Work Session re: Audit
- b. Richland 101
- c. Inclement Weather Update

Report Of The Clerk Of Council

6. a. Councilwoman Julie-Ann Dixon's GSA Forum, February 21st, 8:30 a.m.-12:00 p.m., Richland County Adult Activity Center, 7494 Parklane Road

Report Of The Chairman

Presentations

7. a. Ray Howard, Sonoco Recycling

Approval Of Consent Items

8. Authorizing Richland County, South Carolina (the "County") to issue, from time to time or at one time, in one or more issues or series, its Refunding Revenue Bonds, in an aggregate principal amount not to exceed \$71,705,000 (the "Bonds"), the proceeds of which will be used to refund the County's \$71,705,000 Environmental Improvement Revenue Refunding Bonds, 2003 Series A (International Paper Company Project) (the "Prior Bonds"), pursuant to Sections 4-29-10 et.seq. of the Code of Laws of South Carolina 1976, as amended; authorizing the execution and delivery of a contract of purchase providing for the issuance, sale and purchase of such bonds; and authorizing the issuance of the bonds and the execution of necessary documents and the taking of any other action necessary to be taken by the County to cause the issuance and sale of such bonds [**SECOND READING**] [**PAGES 19-27**]
9. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to [Project Park I]; and other related matters [**SECOND READING**] [**PAGES 28-44**]

First Reading Items

10. An Ordinance Amending the Fiscal Year 2013-2014 School District One Budget to reduce tax disbursements by the amount owed to the County for election costs [**PAGES 44-46**]

Report Of Economic Development Committee

11. a. Ordinance to Amend the Agreement for Designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Project Compact) [**FIRST READING**] [**PAGES 49-64**]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to [Project Park II]; and other related matters [**FIRST READING BY TITLE**]

ONLY] [PAGE 65]

c. An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02 **[FIRST READING BY TITLE ONLY] [PAGE 66]**

Other Items

12. 2014 Council Retreat Directives **[ACTION] [PAGES 67-75]**

13. Inclement Weather **[ACTION] [PAGES 76-82]**

Citizen's Input

14. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

15. a. A motion n to give discretion to the administrator to act accordingly and follow State guidelines with Hazardous Weather policy granting leave where employees would not be penalized. **[JACKSON]**

b. Council previously approved a motion that will remove any item from the consent agenda if it is referred back to committee or staff must make changes. This does not take care of items that come from committees with "no recommendation". Based on the above, the following motion is made: Any item that is referred to Council with "no recommendation" will not be placed on the consent agenda, even if it was unanimous in committee. This will eliminate any confusion as to the fact something must be done with the item. **[MALINOWSKI]**

c. All applicants for Richland County Boards and Commissions will be afforded a minimum of one week's advance notice as to the date and time of their respective interviews. No exceptions will be made to this rule **[PEARCE]**

Adjournment



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to

the scheduled meeting.

Richland County Council Request of Action

Subject

- a. Resolution recognizing February 18th as "Go Red" Day for Richland County and February as Heart Healthy Month
[DICKERSON]

Richland County Council Request of Action

Subject

Regular Session: February 4, 2014 [PAGES 5-13]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
FEBRUARY 4, 2014
6:00 PM**

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.

MEMBERS PRESENT:

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

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Brad Farrar, Beverly Harris, Rob Perry, Sara Salley, Chris Gossett, Nelson Lindsay, Ismail Ozbek, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:08 p.m.

INVOCATION

The Invocation was given by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

APPROVAL OF MINUTES

Regular Session: January 7, 2014 – Ms. Dickerson moved, seconded by Ms. Dixon, to approve as amended. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Farrar stated that the following item was a potential Executive Session Item:

- a. **Transportation Penny Protest Update**
- b. **Land Development Code/SOB Update**
- c. **Personnel Matters**
- d. **Legal Organization Plan**
- e. **Richland County District One Special Election Costs Update**

EXECUTIVE SESSION

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Council went into Executive Session at approximately 6:07 p.m. and came out at approximately 7:27 p.m.
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- a. **Transportation Penny Protest Update** – Mr. Washington moved, seconded by Ms. Dickerson, that Council had determined that it was in the best interest of the County to rescind its prior action authorizing the selection of the project development team, to cancel the current procurement for the on-call engineering team, and to require the re-solicitation for the project development team and the on-call engineering team as soon as practicable.

Mr. Manning made a friendly amendment, seconded by Mr. Malinowski, that some high ranking County official be terminated. A discussion took place.

<u>For</u>	<u>Opposed</u>	<u>Abstain</u>
Malinowski	Pearce	Jeter
Manning	Rose	
	Dixon	
	Dickerson	
	Jackson	
	Livingston	
	Washington	
	Rush	

The motion to terminate a high ranking County official failed.

<u>For</u>	<u>Opposed</u>
Pearce	
Malinowski	
Rose	
Dixon	
Dickerson	
Jackson	
Livingston	
Washington	
Rush	
Manning	
Jeter	

The vote in favor was unanimous.

CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **CAFR Presentation** – Mr. Tom McNeish with Elliott Davis presented a summary of the audit. There were not material deficiencies or weaknesses. A work session is to be scheduled to further review this item.
- b. **CGI Communications** – Mr. McDonald informed Council that staff is proceeding with the contract to engage CGI Communications. Updates will be provided to Council as this item progresses.
- c. **Richland County's 215th Anniversary** – Mr. McDonald stated that the County's 215th Anniversary occurs in December, and that there will be multiple celebratory events scheduled throughout the year.
- d. **Inclement Weather Update** – Mr. McDonald thanked Council for their support, and Public Works/Support Services staff for their assistance with the inclement weather. Staff is working through the financial implications of this event, and may provide Council with proposed revisions to the Inclement Weather Policy after further review.
- e. **Retreat Follow-Up** – Mr. McDonald thanked Council for a successful Retreat, and stated that follow-up/action items will be brought to the February 18th Council meeting for a vote.

REPORT OF THE CLERK OF COUNCIL

- a. **Woodrow Wilson Re-Opening Events** – Ms. Onley stated that there are two events in regard to the re-opening of the Woodrow Wilson Family Home. On February 7th, there is

a Grand Opening Preview Party and on February 15th there will be a press conference and ribbon cutting ceremony. Both events will take place at the Woodrow Wilson Family Home.

REPORT OF THE CHAIR

- a. **Personnel Matter** – This item was taken up in Executive Session.

APPROVAL OF CONSENT ITEMS

- **Appraisal for Huger Street Properties**
- **Approval of the Richland County Neighborhood Improvement Program Five-Year Project Plan**
- **Richland County Community Garden Program**

Mr. Malinowski moved, seconded by Ms. Dixon, to approve the consent items. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits [Project Park]; and other related matters [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated that the Committee recommended approval of this item. The vote in favor was unanimous.
- b. **Inducement Resolution relating to the refinancing of the County's \$71,705,000 Environmental Improvement Revenue Refunding Bond, 2003 Series A (International Paper Company Project)** – Mr. Livingston stated that the Committee recommended approval of this item. The vote in favor was unanimous.
- c. **Ordinance authorizing the issuance of the County's Refunding Bonds to refinance the County's \$71,705,000 Environmental Improvement Revenue Refunding Bonds, 2003 Series A (International Paper Company Project) [FIRST READING]** – Mr. Livingston stated that the Committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—2** – Mr. Malinowski stated that the Committee recommended re-advertising for these vacancies. The vote in favor was unanimous.

- b. **Board of Assessment Appeals—1** – This item was held in committee.
- c. **Central Midlands Council of Governments—1** – This item was held in committee for additional information.
- d. **Employee Grievance Committee—3** – Mr. Malinowski stated that the committee recommended appointing Ms. Deborah Moore and re-advertising for the remaining vacancies. The vote in favor was unanimous.
- e. **Lexington/Richland Alcohol and Drug Abuse Council—2** – Mr. Malinowski stated that the Committee recommended appointing Mr. Joshua Douglas Fabel and Mr. DuJuan Council.

Mr. Pearce moved, seconded by Mr. Jackson, to vote on the applicants individually. The vote was in favor.

Mr. Malinowski, Ms. Dixon and Mr. Jeter voted for Joshua Douglas Fabel.

Mr. Malinowski, Mr. Rose, Ms. Dixon, Ms. Dickerson, Mr. Livingston, Mr. Rush, and Mr. Jeter voted for Mr. DuJuan Council.

Mr. Pearce, Mr. Rose, Ms. Dickerson, Mr. Jackson voted for Mr. Gregory B. Cunningham.

Mr. Pearce, Mr. Livingston, Mr. Rush vote for Mr. L. L. (Buddy) Wilson.

Mr. DuJuan Council and Mr. Gregory B. Cunningham were appointed.

- f. **Planning Commission—1** – Mr. Malinowski stated that the Committee recommended appointing Ms. Beverly Diane Frierson. The vote in favor was unanimous.
- g. **Richland Memorial Hospital Board—3** – Mr. Malinowski stated that the Committee recommended appointing Ms. Cynthia “Cindy” Ottone, Mr. Ronald T. Scott and Ms. Candy Y. Waites. The vote in favor was unanimous.
- h. **Hospitality Tax Committee—2** – Mr. Malinowski stated that the Committee recommended appointing Mr. Cary Allen and re-advertising for the remaining vacancy. The vote in favor was unanimous.

OTHER ITEMS

Coroner Office HPP Grant—No FTE/No Match – Mr. Malinowski moved, seconded by Mr. Rush, to approve this item. A discussion took place.

The vote in favor was unanimous.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION

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Council went into Executive Session at approximately 8:13 p.m. and came out at approximately 8:24 p.m.
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- a. **Land Development Code/SOB Update** – No action was taken.
- b. **Personnel Matters** – No action was taken.
- c. **Legal Organization Plan** – Ms. Dixon moved, seconded by , to authorize the County Administrator to implement the Legal Department's organizational plan recommendations regarding attorney compensation effective as soon as possible. There is no budget amendment associated with this implementation. Funding is to come from an already budgeted source, to include amounts currently available in Legal's professional services or other appropriate line item. FICA, insurance and all other costs associated with implementation of this plan also may be paid from currently budgeted sources to include amounts already budgeted for Legal. The vote in favor was unanimous.
- d. **Richland School District One Special Election Costs Update** – Mr. Rush moved, seconded by Mr. Livingston, to direct the County Administrator to proceed as discussed in Executive Session relative to this matter. The vote in favor was unanimous.

MOTION PERIOD

- a. **Resolution recognizing February 18th as "Go Red" Day for Richland County and February as Heart Healthy Month [DICKERSON]** – Ms. Dickerson moved, seconded by Mr. Livingston, to adopt a resolution recognizing February 18th as "Go Red" Day for Richland County and February as Heart Healthy Month. The vote in favor was unanimous.
- b. **Motion for unanimous consent of Council to approve a Resolution honoring Debbie Francis who is retiring on February 26th as Executive Director of LRADAC** – Mr. Pearce moved, seconded by Mr. Malinowski, to approve the resolution honoring Debbie Francis' retirement from LRADAC. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 8:28 p.m.

Norman Jackson, Chair

Joyce Dickerson, Vice-Chair

Julie-Ann Dixon

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Greg Pearce

Seth Rose

Torrey Rush

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Northwest Sewer Litigation Update
- b. SOB Litigation Update
- c. Economic Development Projects
- d. Personnel Matters
- e. Transportation Penny Update

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Work Session re: Audit
- b. Richland 101
- c. Inclement Weather Update

Richland County Council Request of Action

Subject

a. Councilwoman Julie-Ann Dixon's GSA Forum, February 21st, 8:30 a.m.-12:00 p.m., Richland County Adult Activity Center, 7494 Parklane Road

Richland County Council Request of Action

Subject

- a. Ray Howard, Sonoco Recycling

Richland County Council Request of Action

Subject

Authorizing Richland County, South Carolina (the "County") to issue, from time to time or at one time, in one or more issues or series, its Refunding Revenue Bonds, in an aggregate principal amount not to exceed \$71,705,000 (the "Bonds"), the proceeds of which will be used to refund the County's \$71,705,000 Environmental Improvement Revenue Refunding Bonds, 2003 Series A (International Paper Company Project) (the "Prior Bonds"), pursuant to Sections 4-29-10 et.seq. of the Code of Laws of South Carolina 1976, as amended; authorizing the execution and delivery of a contract of purchase providing for the issuance, sale and purchase of such bonds; and authorizing the issuance of the bonds and the execution of necessary documents and the taking of any other action necessary to be taken by the County to cause the issuance and sale of such bonds **[SECOND READING] [PAGES 19-27]**

Notes

First Reading: February 4, 2014

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AUTHORIZING RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") TO ISSUE, FROM TIME TO TIME OR AT ONE TIME, IN ONE OR MORE ISSUES OR SERIES, ITS REFUNDING REVENUE BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$71,705,000 (THE "BONDS"), THE PROCEEDS OF WHICH WILL BE USED TO REFUND THE COUNTY'S \$71,705,000 ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BONDS, 2003 SERIES A (INTERNATIONAL PAPER COMPANY PROJECT) (THE "PRIOR BONDS"), PURSUANT TO SECTIONS 4-29-10 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE PROVIDING FOR THE ISSUANCE, SALE AND PURCHASE OF SUCH BONDS; AND AUTHORIZING THE ISSUANCE OF THE BONDS AND THE EXECUTION OF NECESSARY DOCUMENTS AND THE TAKING OF ANY OTHER ACTION NECESSARY TO BE TAKEN BY THE COUNTY TO CAUSE THE ISSUANCE AND SALE OF SUCH BONDS.

WHEREAS, Richland County, South Carolina (the "County"), pursuant to Sections 4-29-10 et seq. of the Code of Laws of South Carolina 1976, as amended (the "Act"), issued its \$71,705,000 Environmental Improvement Revenue Refunding Bonds, 2003 Series A (International Paper Company Project) (the "Prior Bonds") in order to refinance certain pollution control and/or solid waste disposal facilities (the "Project") located at the Eastover, South Carolina Mill (the "Mill") of International Paper Company, a New York corporation (the "Company"); and

WHEREAS, the County Council of Richland County, South Carolina (the "County Council"), the governing body of the County, pursuant to the Act, did resolve, pursuant to an inducement resolution adopted by the County Council on February 4, 2014 (the "Inducement Resolution"), to submit its petition (the "Petition") to the State Budget and Control Board of South Carolina (the "State Board") seeking the approval of the State Board of an undertaking by the County to issue its refunding revenue bonds in an aggregate principal amount not to exceed \$71,705,000 (the "Bonds") pursuant to the Act, the proceeds of the sale of which will be applied by the Company to refinance the Project by refunding the Prior Bonds; and

WHEREAS, the Company has heretofore requested the County to (a) make the findings required by the Act, (b) subject to the approval by the State Board of the Petition and receipt by the County of appropriate evidence of such approval, authorize the issuance of the Bonds from time to time or at one time, in one or more issues or series, in the aggregate principal amount not to exceed \$71,705,000, such Bonds maturing not later than forty (40) years from the date of issuance of the Bonds, (c) authorize the execution and delivery of all documents necessary to the consummation of the transaction described above containing substantially the terms as contained in the documents to be agreed to by the Company and the Chair, the Vice Chair or such other officer of the County Council (collectively, the “Documents”), and (d) sell the Bonds pursuant to a Contract of Purchase (the “Contract”) to be entered into among the County, the Company and an underwriter or underwriters as shall be designated by the Company; and

WHEREAS, the County Council, pursuant to the Inducement Resolution, has determined to undertake the issuance of the Bonds and authorize the other actions herein described; and

WHEREAS, the County Council, in approving the submission to the State Board of the Petition required by the Act, did consider and make all of the findings required by the Act, and does now desire to confirm and restate such findings.

NOW, THEREFORE, BE IT FOUND, RESOLVED AND ORDAINED BY THE COUNTY COUNCIL ON BEHALF OF RICHLAND COUNTY, SOUTH CAROLINA:

1. The County Council hereby confirms and restates its findings as follows:

A. The refinancing of the Project by refunding the Prior Bonds promotes and subserves the purposes of the Act and benefits the general public welfare of the County, thereby aiding in the retention of employment in the County and the areas adjacent thereto;

B. The refinancing of the Project by refunding the Prior Bonds will give rise to no pecuniary liability of the County, nor will there be any charge against the County's general credit or taxing powers by reason of the issuance of the Bonds or the refinancing of the Project by refunding the Prior Bonds;

C. The documents to be entered into with respect to the Bonds contain covenants obligating the Company each year (a) to pay the principal of and the interest on the Bonds and (b) to pay the cost of maintaining the Project in good repair and the cost of keeping it properly insured. In view of the well established credit of the Company, there continues to be no need to establish and maintain any reserve funds in connection with the issuance of the Bonds;

D. The principal amount of Bonds required to refinance the Project by refunding the Prior Bonds is estimated to be, and will not exceed, \$71,705,000; and

E. The principal and purchase price of, interest and premium, if any, on the Bonds shall be secured by a pledge of the revenues payable to the County pursuant to the Documents and neither the Bonds nor any interest thereon shall ever constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, nor shall the Bonds ever constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

2. The execution and delivery of the Documents, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) on behalf of the County, are hereby authorized and directed. The Documents shall be executed and delivered on behalf of the County by the Chair of the County Council and attested by the Clerk of the

County Council or, in either of their absences, by such other officers as shall be permitted by rule of the County Council.

3. Upon the execution and delivery of the Documents, and subject further to the approval by the State Board of the Petition and the receipt by the County of appropriate evidence thereof, the Bonds in an aggregate principal amount not to exceed \$71,705,000 are hereby authorized to be issued, from time to time or at one time, in one or more issues or series, and the proceeds of the Bonds shall be used to refinance the Project by refunding the Prior Bonds in the manner and according to the terms of the Documents. The Bonds shall be issued from time to time or at one time, in one or more issues or series, each such issue or series designated alphabetically and by year and such Bonds shall be dated as of a particular day of the month in which such Bond is issued, shall mature not later than forty (40) years from the date of issuance of such Bond, shall bear interest at a fixed or variable rate as provided in the Documents, and shall be subject to redemption or purchase in lieu of redemption as provided in the Documents. The Bonds shall be in one or more forms as are permitted by the Documents, and prior to delivery, shall be authenticated by a trustee as prescribed in the Documents.

4. The sale of the Bonds, upon the request of the Company to such underwriter or underwriters as shall be designated by the Company, in accordance with the Contract to be approved by the Company and submitted to the County, is hereby approved. The Chair of the County Council and its Clerk or, in either of their absences, such other officers as shall be permitted by rule of the County Council, are hereby authorized to execute and deliver the Contract and are fully authorized and empowered to take such further action, to cause the preparation, use and distribution of such appropriate marketing documents, including, but not limited to, a preliminary official statement and an official statement, and to execute and deliver

such closing documents all as may be necessary and proper to effect the marketing, sale, issuance and delivery of the Bonds in accordance with the terms and conditions of the Contract, and the action of such officers or any of them in executing and delivering any of such documents in such forms as the executing officer or officers shall approve is hereby authorized (their execution to be conclusive evidence of such approval).

5. When received, the proceeds of the Bonds shall be paid directly to the trustee appointed in the Documents and thereafter disposed of by such trustee in accordance with the terms and provisions of the Documents.

6. The Chair, the Vice Chair, the Clerk and such other officers, directors, agents and employees of the County Council are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents or certificates as may be necessary to carry out and comply with the provisions of the Documents and are further authorized to take any and all further actions and to execute and deliver any and all other documents or certificates as may be necessary for the issuance of the Bonds, in the execution, delivery and performance of the Documents and in the provision of the financial assistance to the Company. If any officer or employee of the County Council who shall have signed or sealed the Bonds, the Documents or any other documents or certificates as may be necessary to carry out and comply with the provisions of the Documents, or as may be necessary for the issuance of the Bonds, shall cease to be such officer or employee before the delivery of the Bonds, the Documents or such other documents or certificates, the signature or countersignature shall nevertheless be valid and sufficient for all purposes, as if the officer or employee had remained in the office or position until delivery of the Bonds, the Documents or such other documents or certificates.

7. The County Council hereby ratifies and confirms the Inducement Resolution except to the extent modified herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DONE AND RATIFIED AT COLUMBIA, SOUTH CAROLINA this 4th day of March, 2014.

RICHLAND COUNTY,
SOUTH CAROLINA

BY: _____
Norman Jackson, Chair
Richland County Council

ATTEST THIS THE ____ DAY
OF _____, 2014

Michelle M. Onley
Clerk of County Council

First Reading: February 4, 2014
Second Reading: February 18, 2014
Third Reading: March 4, 2014

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk of County Council of Richland County, South Carolina, DO
HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of the Ordinance duly adopted by
the County Council on March 4, 2014, which copy has been compared by me with the County
record of such Ordinance, and that said copy is a true, complete and correct copy thereof; and
that the Ordinance therein contained has been duly adopted and has not been altered, rescinded,
amended, or repealed in any way and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the County this
____ day of March, 2014.

(SEAL)

Michelle M. Onley
Clerk of County Council
Richland County, South Carolina

Richland County Council Request of Action

Subject

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to [Project Park I]; and other related matters [**SECOND READING**] [**PAGES 28-44**]

Notes

First Reading: February 4, 2014

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO [PROJECT PARK I]; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments (“Credit”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) for improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, [Project Park I], a [] organized and existing under the laws of [] (“Company”), is making an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

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

WHEREAS, at the Company’s request, the County has offered as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Facility, a Credit against the Company’s Fee Payments on the Facility, the terms and conditions of which are more particularly described in the Credit Agreement between the County and the Company, the form of which is attached as Exhibit B; and

WHEREAS, to effect the Credit, the County desires to expand the boundaries of the Park and amend the Master Agreement to include the Facility in the Park.

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

Section 1. Expansion of Park Boundaries; Inclusion of Facility. There is hereby authorized an expansion of the Park boundaries to include the Facility and an amendment to the Master Agreement. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement and the Act, the expansion shall be complete on the adoption of (i) a companion ordinance by the Fairfield County Council and (ii) a resolution by the City of Columbia City Council consenting to the inclusion of the of the Facility in the Park.

Section 2. Approval of Credit; Authorization to Execute Credit Agreement. There is hereby authorized a Credit against the Company's Fee Payments on the Facility as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Credit as set forth in the Credit Agreement that is before this meeting are approved and all of the Credit Agreement's terms and conditions are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the Credit Agreement, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and do not materially affect the obligation and rights of the County under the Credit Agreement, and the Clerk to County Council is authorized and directed to attest the Credit Agreement.

Section 3. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

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

This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: February 4, 2014
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF CREDIT AGREEMENT

CREDIT AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

[PROJECT PARK I]

[], 2014

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of [], 2014 (“Agreement”), is between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and [PROJECT PARK I], a _____, _____ (“Company,” with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; and (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks;

WHEREAS, the County is further authorized by the Act, to grant a credit (“Credit”) to a company located in a multi-county industrial park against the company’s Fee Payments as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, the Company is making an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A (“Site”), to establish a student-housing facility in the County (“Facility”);

WHEREAS, pursuant to the County’s Ordinance No. [] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, the Company has secured the consent of the City to the inclusion of the Site within the boundaries of the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide a Credit against the Company’s Fee Payments on the Facility to reimburse the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

SECTION 1.01. Representations by the County. The County makes the following representations:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County has included the Facility in the Park; and
- (e) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company makes the following representations:

- (a) The Company is a _____, duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it; and
- (b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

**ARTICLE II
INVESTMENT AND OPERATION OF THE FACILITY**

SECTION 2.01. Investment Commitment. The Company shall make an investment in the County at the Facility of at least \$40,000,000 (“Investment Commitment”). The Company shall certify achievement of the Investment Commitment to the County by providing a written certification, in a form acceptable to the County, to the County’s Director of Economic Development. If the Company fails to achieve and certify the Investment Commitment to the County prior to the receipt by the Company of a Certificate of Occupancy for the Facility, then this Agreement immediately terminates and the Company shall not be entitled to any further benefits hereunder.

SECTION 2.02. Operation of the Facility. The Company shall maintain the Facility in the County and operate the Facility exclusively as a student-housing facility for the Credit Term, as defined below. If the Facility ceases to be operated as a student-housing facility, this Agreement immediately terminates and the Company shall not be entitled to any further benefits hereunder.

**ARTICLE III
CREDIT TERMS**

SECTION 3.01. Amount and Duration of Credit.

- (a) The County shall provide a 50% Credit against the Fee Payments due and owing from the Company to the County in connection with the Facility. The County shall provide the Credit for a period of 10 consecutive years, beginning with the year the first Fee Payment is due on the Facility following the receipt by the Company of a Certificate of Occupancy (“Credit Term”).
- (b) Each year during the Credit Term, the County shall prepare and issue the annual Fee Payment bill on the Facility net of the Credit (“Net Fee Payment”). Following receipt of the Net Fee Payment bill, the

Company shall timely remit the Net Fee Payment to the County.

(c) If any portion of this Agreement is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Company with a credit in an amount and for a term that is valid pursuant to such court ruling, but in no event may the value of the valid benefit exceed the value of the invalid benefit offered to the Company under this Agreement.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Credits except with respect to the Fee Payments received from the Company.

SECTION 3.02. Allocation of Credit to Real Property.

(a) The Credit is deemed to reimburse the Company first for Infrastructure expenditures related to real property necessary to serve the Facility, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

(b) If the Credit is used as a reimbursement for expenditures related to personal property and the Company removes or disposes of personal property from the Facility, then, pursuant to the Act, as applicable, the Company is required to continue to pay the Fee Payment due on the removed personal property for the two property tax years following the year in which the Company removes the personal property from the Facility. The amount of the Fee Payment due on the removed personal property under this section is equal to the Fee Payment due on the removed personal property for the property tax year in which the Company removes or disposes of the personal property. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Facility.

SECTION 3.03 Cumulative Limit on Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Credits received by the Company.

SECTION 3.04 Termination of Credit. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the earlier of (a) the payment by the Company of the tenth Net Fee Payment, or (b) at the County's discretion, the calculation of Facility's fair market value by a method other than the method employed at the time this Agreement is signed.

**ARTICLE IV
DEFAULTS AND REMEDIES**

SECTION 4.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by first-class mail, then such Party is in default under this Agreement ("Event of Default").

SECTION 4.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

(a) terminate this Agreement;

(b) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;

(c) bring suit upon this Agreement;

(d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or

(e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 4.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 4.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Assignment. The Company may assign this Agreement in whole or in part with the prior written consent of the County, which consent will not be unreasonably withheld and may be given by resolution of County Council.

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine all the Company's books and records pertaining to the Facility. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledges and understands that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 5.03. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or

instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 5.04. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. Indemnification Covenant.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all claims by or on behalf of any person arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

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

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

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

SECTION 5.08. Notices. All notices, certificates, requests, or other communications under this

Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street (29204)
Post Office Box 192
Columbia, South Carolina 29202

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

(b) if to the Company: []

with a copy to Nexsen Pruet, LLC
(does not constitute notice): Attn: Burnet R. Maybank, III
Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 5.09. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, or (ii) review and negotiation of any other documents related to the Facility, in an amount not to exceed \$[].

SECTION 5.10. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 5.11 Agreement to Sign Other Documents. The County agrees that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the

State of South Carolina.

SECTION 5.12. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 5.13. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.15. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 5.16. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

SECTION 5.17. Termination. This Agreement shall terminate upon the occurrence of any event hereunder that causes termination of the Credit.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

IN WITNESS WHEREOF, [Project Park I] has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

[PROJECT PARK I]

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

[TBA]

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 School District One Budget to reduce tax disbursements by the amount owed to the County for election costs **[PAGES 44-46]**

Notes

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. MA_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 SCHOOL DISTRICT ONE BUDGET TO REDUCE TAX DISBURSEMENTS BY THE AMOUNT OWED TO THE COUNTY FOR ELECTION COSTS.

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

SECTION I. That the amount of ninety two thousand four hundred and four dollars (\$92,404) be reduced in the School District One Fund. Therefore, the Fiscal Year 2013-2014 School District One Budget is hereby amended as follows:

SCHOOL DISTRICT ONE - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$193,951,316
Reduction in Tax Disbursements for Nonpayment of Elections Costs:	(\$92,404)
Increase to Transfer Out to County for Reimbursement	<u> \$92,404</u>
Total School District One Expenditures as Amended:	\$193,951,316

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 _____.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

- a. Ordinance to Amend the Agreement for Designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Project Compact) **[FIRST READING] [PAGES 49-64]**
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to [Project Park II]; and other related matters **[FIRST READING BY TITLE ONLY] [PAGE 65]**
- c. An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02 **[FIRST READING BY TITLE ONLY] [PAGE 66]**

EXHIBIT A
PARK AGREEMENT

**MASTER AGREEMENT
GOVERNING THE
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

FAIRFIELD COUNTY, SOUTH CAROLINA

DATED AS OF APRIL 15, 2003

PREPARED BY:

**PAIDGER POE ADAMS & BERNSTEIN LLP
COLUMBIA, SOUTH CAROLINA
803-253-8917**

INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE TAX STATUS OF THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THIS MULTI-COUNTY INDUSTRIAL PARK WILL BE EXEMPT FROM AD VALOREM TAXES AND WILL BE SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF AD VALOREM TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. NOTE, THAT THE FEE-IN-LIEU PAYMENTS MAY BE REDUCED BELOW NORMAL AD VALOREM TAX RATES IN THE EVENT THE PROPERTY IS ALSO SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ("FILOT") ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY. THEREFORE, WHEN PREPARING THE FEE BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE REFERENCE YOUR FILOT RECORDS TO ENSURE YOU ARE USING THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE FEES RECEIVED ARE TO BE DISTRIBUTED AMONG THE VARIOUS TAXING ENTITIES WITHIN THE COUNTY. BY LAW, THE COUNTIES MAY UNDER THE TERMS OF THIS AGREEMENT ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

QUICK REFERENCE GUIDE

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THIS AGREEMENT, made and entered into as of the 15th day of April 2003 by and between Richland County, a political subdivision of the State of South Carolina ("Richland"); and Fairfield County, a political subdivision of the State of South Carolina ("Fairfield") ("Richland" and "Fairfield" referred to collectively herein as the "Counties"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (the "Act").

RECITALS:

WHEREAS, in order to promote the economic welfare of their citizens, the Counties created the I-77 Corridor Regional Industrial Park (the "Park"); and,

WHEREAS, in response to requests from companies seeking to invest in either Richland or Fairfield, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park ("Phase Agreements"); and

WHEREAS, in accordance with the Act, the Counties have provided for the sharing of expenses and revenues from the Park (hereafter, "Expenses" and "Revenues") in each of the Phase Agreements. The Counties initially established the revenue sharing ratio to allow the host county to retain 95% of the Revenues, with the partner county receiving 5% of the Revenues (this arrangement is hereafter referred to as "95/5"). The Counties later amended the revenue sharing ratio to allow the host county to retain 99%, with the partner county receiving 1% of the Revenues (this arrangement is hereafter referred to as "99/1"); and

WHEREAS, the Counties desire to preserve the revenue sharing scheme such that the 95/5 revenue sharing ratio is preserved on those properties to which it applies and the 99/1 revenue sharing ratio is likewise preserved and employed to any future expansions of the Park; and

WHEREAS, on September 4, 2001, the South Carolina Supreme Court issued an opinion in the case of *Horry County School District v. Horry County and the City of Myrtle Beach*, which provided guidance regarding provisions of the Act and established new requirements for the contents of multi-county park agreements; and

WHEREAS, in order to ensure compliance with the *Horry County School District* decision, the Counties now desire to adopt this Master Agreement (hereafter "Agreement"), which shall replace all of the Phase Agreements and serve as the governing document for the Park moving forward from the date hereof.

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

**ARTICLE I
PARK BOUNDARIES**

Section 1.01. Phase I of the Park. Phase I of the Park ("Phase I") shall consist of those properties to which the Counties have historically applied a 95/5 revenue sharing arrangement. These properties are identified by tax map number on the attached "Exhibit A: 95/5 Properties." The Counties do not intend that there will be any future expansion of Phase I.

Section 1.02. Phase II of the Park. Phase II of the Park ("Phase II") shall consist of those properties to which the Counties have historically applied a 99/1 revenue sharing arrangement. These properties are identified by tax map number on the attached "Exhibit B: 99/1 Properties." The Counties intend that only Phase II will be subject to future expansion.

Section 1.03. Modification of Park Boundaries.

(a) The boundaries of the Park may be enlarged, to include additional properties in one or both Counties, or diminished from time to time, as authorized by ordinances adopted by the County Councils of both Counties.

(b) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and the attached Exhibit B shall be revised accordingly to reflect the addition of property to the Park or the removal of property from the Park. Each County shall file in its respective ordinance books either a copy or an original (depending on County practice) of the ordinance adopted by the County Council of such County pursuant to which such enlargement or diminution was authorized.

(c) Prior to the adoption by the Richland County Council and the Fairfield County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the respective County Council of the County in which the area proposed for deletion is located. Notice of such public hearing shall be published in a newspaper of general circulation in that County at least once and not less than 15 days prior to such hearing.

(d) Notwithstanding the foregoing, for a period of 30 years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of thirty (30) years commencing with the effective date hereof, except as provided below.

**ARTICLE II
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

Section 2.01. Constitutional Exemption from Taxation. The Counties acknowledge that under the provisions of Article VIII, Section 13(D) of the South Carolina Constitution, all real and personal property located in the Park shall be exempt from all *ad valorem* taxation.

Section 2.02. Fee-In-Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation only during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of such property within the Park.

Section 2.03. Negotiated Fee-In-Lieu of Taxes. The amount of the annual payments due from the owner or lessee may be reduced if the owner or lessee has negotiated a FILOT incentive with either Richland or Fairfield pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law. In such case, the terms of the executed FILOT agreement between the company and the applicable county shall govern the calculation of the annual FILOT payment.

ARTICLE III
SHARING OF REVENUES AND EXPENSES OF THE PARK

Section 3.01. Expense Sharing. The Counties shall share Expenses including, but not limited to, development, operations, maintenance and promotion of the Park. If the property is located in Fairfield, then Fairfield shall bear 100% of such expenses. If the property is located in Richland, then Richland shall bear 100% of such expenses. The Counties reserve the right to negotiate on a case-by-case basis the sharing of any additional expenditures that may be approved by both the Richland County Council and the Fairfield County Council.

Section 3.02. Revenue Sharing.

(a) Revenues generated within the Park from sources other than fees in lieu of *ad valorem* taxes shall be distributed directly to Fairfield and Richland according to the proportions established in this Section 3.02 herein to be expended in any manner as the County Council of each County deems appropriate.

(b) The Counties shall share all of the Revenues received in lieu of *ad valorem* taxes from properties located in the Park.

With respect to Phase I of the Park, if Revenues are generated by properties located in Fairfield, then Fairfield shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 95% of such Revenues and transmit 5% of such Revenues to Richland. Likewise, if Revenues are generated by properties located in Richland, then Richland shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 95% of such Revenues and transmit 5% of such Revenues to Fairfield.

With respect to Phase II of the Park, if Revenues are generated by properties located in Fairfield, then Fairfield shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Richland. Likewise, if Revenues are generated by properties located in Richland, then Richland shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Fairfield.

Section 3.03. Revenue Distribution Within Each County.

(a) In accordance with the provisions of the *Horry County School District* case, the Counties acknowledge they are required to set forth herein the scheme for distribution of Revenues received from the Park to other taxing entities within each of the Counties. Fairfield hereby elects to retain all of the Revenues from the Park. If Revenues are generated by properties located in Richland, then Richland shall retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The Richland County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

(b) Either County may unilaterally amend the distribution scheme applicable to such County and set forth in section (a) above. Such amendment must be accomplished by passage of an ordinance.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15, 2004, each of the Counties shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park shall be entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the counties which are party to this Agreement must be identical to the percentage of total fee-in-lieu of *ad valorem* tax revenues retained and received by each such County in the preceding fiscal year.

Section 4.03. Non-Qualifying Use. In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which locates employees within the Park and which employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-Qualifying Site"), the Counties may remove, by ordinance, the Non-Qualifying Site from the Park pursuant to the provisions of Section 1.03(c) hereof.

Section 4.04. Records. The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual fee-in-lieu of tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the fees-in-lieu of taxes so imposed, all as such records become available in the normal course of County procedures.

Section 4.05. Applicable Law. In order to avoid any conflict of laws or ordinances between the Counties, the County ordinances of the County in which a parcel of Park property is located will be the reference for such regulations or laws in connection with that part of the Park. Nothing herein shall be taken to supersede any state or federal law or regulation. The County in which Park property is located is specifically authorized to adopt restrictive covenants and land use requirements for that part of the Park at that County's sole discretion. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

Section 4.06. Law Enforcement. The Sheriff's Department for each respective County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in that County and fire, sewer, water and EMS service for that part of the Park will be provided by the applicable service district or other political unit within that County.

Section 4.07. *Binding Effect of Agreement.* This Agreement serves as a written instrument, which is binding upon the signatory parties.

Section 4.08. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 4.09. *Complete Agreement: Amendment.* This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendment provided for in Section 3.03(b) above, this Agreement may be amended upon the adoption of an ordinance by both of the respective County Councils of Richland and Fairfield.

Section 4.10. *Counterpart Execution.* This Agreement may be executed in multiple counterparts.

Section 4.11. *Termination.* Notwithstanding any provision of this Agreement to the contrary, Fairfield and Richland agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

Witness:

Ashley Bloom
T. Cary McSwain

RICHLAND COUNTY, SOUTH CAROLINA

By: Samuel H. Scott
Council Chair

Attest: Michelle R. Brown-Dricks
Clerk to County Council

Witness:

Reba S. Clousey
Travis Richardson

FAIRFIELD COUNTY, SOUTH CAROLINA

By: [Signature]
Council Chair

Attest: Shirley K. Brown
Clerk to County Council

EXHIBIT A
95/5 PROPERTIES
(As of December 2013)
RICHLAND COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
1091 Carolina Pines (Lamson & Sessions/Quatro Mid-Atlantic)	17600-01-17	Richland
American Italian Pasta Company	19000-05-03, 19000-05-04, 19000-05-09, 19000-05-10	Richland
APAC	07403-04-07	Richland
Arum Composites, LLC	15000-02-27	Richland
Belk, Inc. & CK Columbia #1 (2000)	17600-01-22	Richland
Blue Cross/Blue Shield (1999)	19809-01-01, 19708-03-01	Richland
Boozer Lumber Company (1997)	16305-02-01 (original site)	Richland
Bose Corporation (1994 & 1996)	17500-02-11, 17500-02-12, 17500-02-13, 17500-02-17, 17600-01-10	Richland
Caribbits Incorporated (1996)	25800-07-06	Richland
Carolina Ceramics (1999)	22804-05-06	Richland
Consolidated Systems, Inc. (STAGE II)	11100-01-01; 11100-01-03	Richland
Constantia Hueck Foils, Inc.	14900-00-26	Richland
Dayton Rogers of South Carolina, LLC LBE Two, LLC	13512-03-01	Richland
Exeter Property Group, L.P.	17600-02-38; 17600-01-21	Richland
FinnChem USA Inc. (Huron Technology Corporation)	40900-01-07, 40900-01-08	Richland
Holopack International Corporation	17200-02-20	Richland
IKON / Computer Group (1996)	17200-02-21	Richland
Indus Utility Systems Inc. (SCT Utilities (1999))	17200-02-11	Richland
Koyo Corporation of USA (1994)	14900-01-16	Richland
KPR Holdings (1996) (Iowa Beef Products, Inc)	13602-02-03, 13602-02-02	Richland
Lamson & Sessions (Quatro Mid-Atlantic)	17600-01-17	Richland
Mars Petcare US, Inc.	16200-06-01, 19000-05-07	Richland
Modine Manufacturing (1995)	14900-01-23	Richland
Navistar/ Pure Power Technologies LLC	14900-01-29; 14900-01-30; 14500-03-06	Richland
Natural Balance Pet Food (Imagepoint, Inc.)	19000-05-06	Richland
PMSC/Mynd	14900-02-01	Richland
Richland County	14900-01-02	Richland
Select Comfort (1997)	04000-05-18	Richland
SMI-Owen Steel Company (1999)	13605-01-01,	Richland
Spirax Sarco Inc.	14900-01-27, 14900-01-32	Richland
The State Newspaper (1998)	11213-02-02	Richland
Unumprovident (UNUM/Colonial Life)	07303-04-029A	Richland
Woodbridge Investments LP	14900-01-01	Richland

**95/5 PROPERTIES
(As of December 2013)**

FAIRFIELD COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
Baldwin	200-00-00-006-000	Fairfield
(Natural Area)*	214-00-00-033-000	Fairfield
(Vacant tract)	200-00-00-007-000	Fairfield
Gividi USA Inc.	200-00-00-073-000	Fairfield
Lang-Mekra North America LLC	200-00-00-063-000	Fairfield
Makat USA	200-00-00-009-000	Fairfield
Mars Laminate Systems Corp.	214-00-00-032-000	Fairfield
Metal & Wire Products	200-00-00-065-000	Fairfield
Michelin North America Inc.	151-00-00-015-000	Fairfield

EXHIBIT B

**99/1 PROPERTIES
(As of December 2013)**

RICHLAND COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
Spirax Sarco, Inc. (ALD Thermal Treatment, Inc.)	17600-01-25	Richland
Affiliated Computer Services	14900-02-18	Richland
American Spiralweld Pipe Company	19000-05-08	Richland
Blue Cross/Blue Shield (2000)	19809-01-01, 19708-03-01	Richland
Browning Office Investment, LP	06031-01-02	Richland
Celco Partnership & VW12 Columbia SC LLC (Verizon)	25700-05-01	Richland
East Richland County Public Service District (Farmer's Market Site)	16100-02-20	Richland
Forest Hills Partners, LP	25800-01-07	Richland
Garner's Ferry Development Co. (Farmer's Market Site)	18900-01-01	Richland
Gerald L. Stimple	25800-01-01	Richland
International Paper, Inc.	41300-01-03	Richland
John R. Jordan and Cecily J. Cobb (Farmer's Market Site)	16200-03-02	Richland
Kirco Carolina Pines, Inc.	17600-01-34; 17600-01-33	Richland
Longbranch Farm, Inc. (Farmer's Market Site)	16100-02-02; 16100-02-04	Richland
McEntire Limited Partnership, McEntire Produce, R.C. McEntire Trucking, Inc.	19000-05-05	Richland
Metso Mineral	22910-01-02	Richland
Midlands Technical College	14500-02-24	Richland
Pineview 48	16200-06-03	Richland
Recreation Property (name of Richland County)	17300-02-10; 17300-02-33	Richland
Richland County (Farmer's Market Site)	16200-03-20; 16200-01-01;	Richland
Sensor Electronic Technology, Inc.	16306-07-03	Richland
South Carolina Research Authority (Farmer's Market Site)	16200-03-01	Richland
South Pills, LLC	17200-02-24	Richland
SYSCO Food Services	19000-01-01	Richland
Trane U.S., Inc. (American Standard, Inc.)	17400-09-13; 17400-09-14	Richland
Verizon Wireless (Bell Atlantic Mobile) (1999)	09016-13-08	Richland
Vulcan Construction Materials, L.P.	08814-01-07;	Richland
Westinghouse Electric Company, LLC	18600-01-02	Richland
WNS Global Services, Inc. (State Record Company, Inc.)	11209-02-12	Richland
Woodbridge Investments LP	14900-01-33	Richland

**99/1 PROPERTIES
(As of December 2013)**

FAIRFIELD COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
Elite ES, LLC	184-00-00-071-000 (portion)	Fairfield
Guardian Fiberglass, Inc.	164-00-00-002-000	Fairfield
Primesouth, Inc.	184-00-00-071-000 (portion)	Fairfield
Wilburn Enterprises, LLC	077-00-00-002	Fairfield

EXHIBIT B

**PROPERTY ADDED TO FAIRFIELD COUNTY PORTION OF
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK (PHASE II)**

[INSERT LEGAL DESCRIPTION]

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO [PROJECT PARK II]; AND OTHER RELATED MATTERS.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-14HR

AN ORDINANCE AUTHORIZING AN EASEMENT TO 2T PROPERTIES
LLC FOR A SANITARY SEWER LINE ACROSS LAND OWNED BY
RICHLAND COUNTY; SPECIFICALLY A PORTION OF TMS # 14900-01-02.

Richland County Council Request of Action

Subject

2014 Council Retreat Directives [**ACTION**] [**PAGES 67-75**]

2014 Council Retreat: Action Items

Financial Operations

- **Directive to Millage Agencies**
 - Present flat budgets with specific dollar amounts (ie, not request “the Cap”; no budget provisos). Flat budgets will allow Council the flexibility to go up to the Cap, if desired.

- **Directive to Budget Team**
 - Administration is to present a flat budget, and show the consequences of this. A flat budget will allow Council the flexibility to go up to the Cap, if desired.

 - Stop relying so much on other funds to balance the General Fund; the goal is to slow down growth and the use of Fund Balance.

- **Health Insurance**
 - Proceed with the Health Insurance RFP, which should also consider employee health clinic options (ex: Lexington County, City of Columbia), self-funding, and a potential partnership with Palmetto Health.

- **Administrative Approval for Grants Not Including FTE Positions and Matching Funds**
 - Allow Administration to approve these grants, and add motion to the Motions List to approve this policy. (Administration would administratively approve, without Council action, grants that are less than \$100,000; have no FTE positions attached to the grants; are for projects / programs only; have no cash match requirement). This approval process would route through the Department Director, Finance, and Administration.

- **Elected / Appointed Officials Base Salaries**
 - Buck is to establish pay ranges for elected and appointed officials. Newly elected / appointed officials are to start at the minimum of the pay range. Staff will present the information to Council for review and approval.

- **FY 15 Budget Calendar**
 - Adopt the budget calendar for FY 15 as proposed. (See attachment.)
- **Email Retention**
 - Staff create a policy for Council's consideration regarding the collection / holding of data (ie, emails).

Hospitality Tax

- **End Hospitality Tax**
 - The County will not end the Hospitality Tax.
- **HTax Ordinance Agency Procurement**
 - Staff will perform on-site audits of the ordinance agencies twice per year (same as the federal government). Staff will review procurement documents for a sampling of purchases made by the agencies. This can be done without additional personnel. This item will be fleshed out and will be brought back to the A&F Committee for review and recommendation.
- **HTax Ordinance Agency Spending in Unincorporated Richland County**
 - Agency affirmative marketing plans (annual letters of request) will include detailed information on their efforts to increase their impact in unincorporated Richland County. Agency reports will be amended to include outcomes of their efforts to increase impact in the unincorporated areas including numbers reached, events and projects, partners, and funding amounts, outside of the Richland County's Hospitality Tax, which were spent in unincorporated Richland County. Staff will contact Agency partners (ie, school districts) once Agency reports are received to determine the effectiveness of the programs in unincorporated Richland County. (Ex: What impact did the agency's program have on your elementary children? What was the participation like? Were staff from the agency on hand? The goal is to show measurables.)
 - Council is to submit other questions that they wish to have the ordinance agencies answer in their reports to the County.

- **Funding the Township as an HTax Ordinance Agency or Millage Agency**
 - Consensus is to continue to fund the Township via HTax, but to make the Township an HTax Ordinance Agency.
 - Staff will check with the City to see if they are willing to become a partner in the Township. If so, they can have Board seats. The dollar amount for the Township will be established once it is determined if the City wishes to participate in funding.
 - The Council liaisons will discuss naming rights with the Township Board.
- **Re-Establish the Second Application Round for HTax County Promotions Grants**
 - Continue with the current process of one round of funding. If funding requests are received out of cycle, the requests will go to the appropriate staff person for vetting, and to ensure the agency and program are eligible and that a completed application is received. Afterwards, the item will be brought to Council for review and action.
- **Hospitality Tax Feasibility Studies**
 - A Work Session will be held once all studies are completed. The consultants representing each study will present their results to Council, who will then make recommendations at such time as they choose.

Planning

- **Comprehensive Plan Update / Kick Off**
 - Staff is proceeding with the update to the Land Use and Priority Investment Area elements of the County's Comprehensive Plan. Staff received valuable feedback from Council, on what objectives the Plan's update should achieve and how best to engage Richland County citizens, that will help guide the process. (No action required).

- **Information System Update**
 - A Work Session will be held in April to demonstrate how to access and use the new information system.
- **Comprehensive Business Approval Process Framework**
 - Staff will proceed with a public information effort to educate potential businesses about the County’s processes and the additional documentation of instructions to potential business owners.

Transportation Penny

- **Path Forward**
 - Council was advised of ICA Engineering’s intersection improvements proposal, and this item was deferred based on recommendations from legal counsel.
- **Procurement Authority**
 - This item was not addressed based on the deferral of the previous talking point, “Path Forward.”
- **Right-of-Way Acquisition Process**
 - Council was in support of the concept of allowing consultant right-of-way firms to negotiate and close acquisitions if they were within a set amount of percentage of the appraisal, but asked that the approved percentage be removed and routed through the Transportation Ad Hoc Committee.
 - In addition, Council was supportive of allowing the Administrator or designee to approve right-of-way payments up to a set amount per parcel, but also directed that the limit be removed and routed through the Transportation Ad Hoc Committee.
- **Staffing Needs**
 - Council supports the planned staffing arrangement, which will allow for four employees working on the Transportation Penny Program. Two new employees would be hired – a Program Manager, and a Construction Manager. The Program Manager would manage enhancement projects, resurfacing projects, dirt

road paving contracts, and serve as liaison with Public Works. The Construction Manager would be the County representative overseeing all projects under construction, and be a liaison between the Program Development Team CE&I and SCDOT for projects on the SCDOT network. Hiring dates for these two positions is TBD.

- **State Infrastructure Bank (SIB) Application**
 - Consider I-77 Gateway into Richland County. Vet the SIB application through the Transportation Ad Hoc Committee.
- **Dirt Road Paving**
 - Add dirt roads with connectivity to the list of 45 roads that will be paved under the Low Volume Paving Project (including Overlook and swapping out Boylston with Donald).
 - Refer the allocation of Penny funding between Low Volume and Traditional Paving back to the Dirt Road Ad Hoc Committee for further review.
- **Small Local Business Enterprise (SLBE) Program**
 - Staff is to present a proposed model to Council.

Public Works

- **Drainage Policy**
 - The proposed ordinance amendments will be sent to the Development and Services (D&S) Committee.
- **Hydrology Consultant**
 - The Watershed Master Plan should address these concerns. The Plan will be presented to Council once available.
- **Privatizing Public Works**
 - This item will be sent to the Development and Services (D&S) Committee.
- **Private Pond Maintenance Policy**
 - The Watershed Master Plan should address these concerns. The Plan will be presented to Council once available.

Alvin S. Glenn Detention Center

- **Audit Update**
 - The Audit is ongoing. It will be presented to the Detention Center Ad Hoc Committee and Council once finalized.
- **Ex-Detainee Drop Off**
 - Staff will present options to Council this Spring.

Solid Waste

- **The Future of Solid Waste**
 - Recycling – New bins have been distributed, and will continue to be distributed as new contracts are implemented.
 - Composting – Staff will forward this item to Committee and present options for Council’s consideration.

Sustainability Efforts

- **Sustainability Plan Update**
 - Staff re-sent the plan to Council, and will keep Council updated on items in the plan as they progress.
- **Establish Sustainability Commission or Joint Council / Staff / Public Committee to work on these issues**
 - Staff will bring a proposal to Council at an upcoming Committee meeting.
- **Integration of Energy Efficiency in New Construction / Capital Bond Projects**
 - Staff will bring a proposal to Council at an upcoming Committee meeting to incorporate energy efficiency items into new construction RFP’s / RFQ’s moving forward.
 - Staff will work with local businesses to share energy incentive resources through the Midlands Green Business program.
- **Sustainability Survey Results**
 - Staff re-sent the survey to Council.

Rules and Appointments

- Staff will draft “aspirational standards” (ie, “Ideal candidate would have xxx years of experience in xxx field...”) for candidates for Council’s consideration.
- Staff will advertise vacancies with applicable professional organizations.

Utilities

- **Utilities RFP Status**
 - Staff will bring the final product to Council upon completion.
- **Lower Richland Sewer Update**
 - Update was provided. Information will be provided to Council as the item progresses.

Legislative Update

- Staff will forward SCAC’s positions on items of note for Richland County.



Budget Calendar for Fiscal Year 2014 – 2015

January 23-24, 2014	County Council Planning Retreat
January 24	All Internal Department Budget Worksheets are due to Finance Office.
February 4	Presentation of budget calendar to County Council for adoption.
February 3 – February 28	Council Members and Administrator to meet with school district representatives and other millage agencies.
February 10 – March 4	Administrator’s Budget Meetings with Elected and Appointed Officials and Department Directors to review individual departmental requests.
March 3	Discretionary, Hospitality, Accommodation and Contractual & Statutory Grant requests due to Grants Manager.
March 7	Presentation of Total General Fund Budget request to Administrator for review.
April 25	Contractual & Statutory, Hospitality Tax, Accommodation Tax, Discretionary, Neighborhood and Conservation Grants recommendations due to Budget Manager.
April 11	Submit advertisement for Budget 2 nd reading and Public Hearing.
May 6	At Regular Scheduled Council Meeting: Presentation of Recommended Budget by County Administrator; First Reading of county budget and millage ordinances (title only) by Council.
May 8	Council Work session 4-6pm (General Fund)
May 9	Millage Agency Budget Requests are due to Richland County Finance Office.
May 13	Council work session 4-6pm (Special Rev., Enterprise, & Millage Agencies)
May 15	Council work session 4-6pm (Grants)
May 22	Public Hearing - 6pm
May 29	Special Called Meeting - 2nd reading of Budget and Millage Ordinance (Grants Only) – 6pm
June 5	Special Called Meeting - 2nd reading of Budget and Millage Ordinance continued (All non-grant items) – 6pm
June 12	Special Called Meeting – 3rd reading and adoption of Budget Ordinance – 6pm
July 1	Begin new fiscal year with implementation of adopted budget

Richland County Council Request of Action

Subject

Inclement Weather [**ACTION**] [**PAGES 76-82**]

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Inclement Weather, Emergency Conditions Preparedness, and Modified Work Schedules.	Number: 8.1
EFFECTIVE DATE: 8/1/2009	Page: 1 of 6
REVISION DATE: 12/30/11	REVISION #: 1
PREPARED BY: Human Resources Department	AUTHORIZED BY: Council & Administration

PURPOSE:

These guidelines provide direction for inclement weather or emergency conditions. Richland County is mandated to continue providing some essential services to citizens of the County during inclement weather or emergency conditions in accordance with the SC Code of Laws or at the direction of the County Administrator. The County has the responsibility to maintain certain essential services during inclement weather or emergency conditions. The County reserves the right to require any, or all, employees to report for duty as deemed necessary by the County.

DEFINITIONS:

- A. Emergency – Actual or threatened enemy attack, sabotage, conflagration, flood, storm, epidemic, earthquake, riot, public calamity or any other situation designated or declared by the Governor.
- B. Inclement Weather or Emergency Conditions Personnel – Includes designated employees in the following departments: Emergency Services, Coroner, Sheriff, Alvin S. Glenn Detention Center, Public Works and any other County personnel service, function and/or job designated as such by the County Administrator or other official who is legally authorized to make such a determination.
- C. Modified Work Schedule (MWS) – Officially closing early, not opening or delaying the opening of County offices.

PROCEDURES:

1. All employees are subject to being summoned to work when off-duty in cases of emergency or as deemed necessary by the County Administrator.
2. The County Administrator has the sole authority to officially close County offices early, delay opening and/or excuse employees of the County from reporting to work during inclement weather or emergency conditions. This can be decided County-wide or on an office-by-office basis by the County Administrator based on what s/he believes to be in the best interest of the County, employees and the public.
3. Because the County provides emergency, roads, drainage and protective services to citizens, some departments must remain staffed and cannot excuse all employees from work following a declaration of inclement weather, emergency conditions, or at other times.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Inclement Weather, Emergency Conditions Preparedness,
and Modified Work Schedules.

Number: 8.1

EFFECTIVE DATE: 8/1/2009

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PREPARED BY: Human Resources Department

AUTHORIZED BY: Council &
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4. If the County Administrator determines it is necessary to officially modify work schedules of County offices, the news media will be promptly notified in order that employees and the public may be informed.
5. Employees whose jobs are designated as essential during emergency situations are expected to report to work. Those who fail to report, arrive late, or leave early may not be paid for the time off work without proper approval and/or may be considered unexcused.
6. If hazardous weather conditions develop during a workday, employees may leave early when authorized by their Department Head upon authorization by the County Administrator.
7. If scheduled, but unable to report to work due to inclement weather or emergency conditions, employees shall notify their Supervisor prior to the start of the work time. At the discretion of the Department Head, the employee may be paid according to the procedures in Section 8 and 9 below.
8. Compensation for Non-exempt Employees:
 - 8.1. Compensation for non-exempt employees shall commence when the employee goes on duty status and continue until such time that the employee's work ends, as determined by the proper authority.
 - 8.2. At the discretion of the Department Head, a non-exempt employee who does not work during MWS days may be permitted to:
 - 8.2.1. Make up the time within the next thirty (30) calendar days.
 - 8.2.1.1. Such make up time must be at the regular hourly rate only (therefore, the employee may not work more than forty (40) hours per week for regular employees and 85 hours in a two week period for law enforcement employees).
 - 8.2.1.2. Work time will be paid on the normal pay day after the work is complete. No pay will be made in advance of work performed.
 - 8.2.1.3. Take accrued vacation time equivalent to the time off.
 - 8.2.1.4. Take leave without pay for the work hours that the County offices were closed.

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- 8.2.2. If an non-exempt employee is not called in to work, does not have accrued annual leave , and/or is not authorized to make up the lost work time by his/her respective Department Head, the Department must record the time as leave without pay status for the normal work time County offices are officially closed.
- 8.3. Non-exempt employees who work overtime in a work week as a result of inclement weather or emergency conditions will receive overtime pay as outlined in the County's Non-Exempt Status Guidelines.
- 8.4. Non-exempt employees are not authorized to work from home without written approval from the County Administrator.
9. Compensation for Exempt Employees:
- 9.1. When exempt employees are requested or designated to work during inclement weather or emergency conditions, they shall be compensated at their regular rate of pay for the workweek. No overtime pay is due to any exempt employee.
- 9.2. Exempt employees who are available to work but do not work because of the County's decision to close offices during normal work hours must be compensated for the day's work. At the discretion of the Department Head, exempt employees who do not work must:
- 9.2.1. If eligible, take accrued annual leave, and/or
- 9.2.2. Take administrative leave with pay (for up to seven and one-half (7.5) hours per pay period) in accordance with County guidelines.
- 9.2.3. If the employee has no accrued annual leave, Richland County may deduct annual leave hours from their Annual Leave account (this means the employee would then have a negative annual leave accrual balance).
- 9.2.4. Exempt employees may not "make up" hours in the pay period of the Inclement Weather above and beyond the 7.5 hours per pay period of Administrative Leave allotment. Exempt employees may not "make up" hours in the days following Inclement Weather.
- 9.2.5. Exempt employees may work from home on a MWS day with the prior approval of their Department Head.
- 9.2.6. Exempt employees may choose to be unpaid only if conditions required office/department closings for a full week (Monday through Friday).

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10. It is the responsibility of each Department Head to identify and inform in advance those employees whose presence is required during inclement weather or emergency conditions and notify those employees of their respective responsibilities prior to the onset of such conditions.
11. Employees who have been designated to report to work during inclement weather or emergency conditions shall come prepared to stay for an extended period of time (i.e., more than one (1) day) at the appointed worksite, if necessary.
12. Employees already at work during inclement weather or emergency conditions may be required to stay at the worksite until other staff can be called in to provide relief.
13. Employees must provide Supervisors with current contact information (i.e. telephone, cell phone, pager, etc.) so they may be contacted directly during inclement weather or emergency conditions.
14. In the absence of a MWS designation by the County Administrator, all employees are expected to be at work during their normal schedule.
15. A Department Head may request an employee not designated as "Inclement Weather or Emergency Condition Personnel" to remain at work and/or to come in to work, if s/he deems necessary in inclement weather or emergency conditions.

RESPONSIBILITIES:

1. Employee

- 1.1. Check with Supervisor, the news media, the County's website and/or call the designated number for the Ombudsman's office for information regarding possible official MWS during inclement weather or emergency conditions.
- 1.2. Come prepared to stay at the appointed worksite for an extended period of time (i.e., more than one (1) day), if designated to report to work during inclement weather or emergency conditions.
- 1.3. Stay at the worksite until other staff can arrive to provide relief when conditions warrant.

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- 1.4. Provide Supervisors with current contact information (i.e. telephone, cell phone, pager, etc.) so direct contact may be made during inclement weather or emergency conditions.
- 1.5. Determine safety of personal travel arrangements to and from work.
- 1.6. Notify Supervisor prior to the start of the work shift if scheduled and unable to report to work due to inclement weather or emergency conditions.
- 1.7. Request one of the defined leave/pay options because of official closing of County offices during regular office hours.
- 1.8. Record work and leave time accurately and promptly on the appropriate time sheet.
- 1.9. Respond appropriately to announcements of MWS of County offices.

2. Supervisor / Department Head

- 2.1. If necessary, develop and publish administratively approved internal departmental procedures for inclement weather or emergency conditions.
- 2.2. Identify and notify in advance those employees whose presence may be required during inclement weather or emergency conditions.
- 2.3. Compile and maintain a listing of employees' current contact information (i.e. telephone, cell phone, pager, etc.), so they may be directly contacted as needed during inclement weather or emergency conditions.
- 2.4. Develop and publish inclement weather and emergency condition personnel roster for the department.
- 2.5. Inform new personnel of inclement weather and emergency conditions responsibilities during new employee orientation of the department.
- 2.6. Properly verify, document, and report work and leave time for employees.

3. Finance Department

- 3.1. Make appropriate data entries to reflect the correct compensation amount for employees that are released from duty or called to duty due to inclement weather or emergency conditions.

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4. Public Information Officer

- 4.1. Immediately inform Department Heads via email upon notification by the County Administrator of official MWS of County offices.
- 4.2. Promptly notify appropriate media outlets upon receiving notification from County Administrator concerning official MWS of County offices.
- 4.3. Promptly place MWS information on the County website and on RCTV Channel 2 for employees and the public.

5. Ombudsman

- 5.1. Set up and publish a designated phone number for employees and the public to call to get information about official MWS of County offices.
- 5.2. Record official MWS of County offices as decided by the County Administrator.

6. County Administrator

- 6.1. Make determination regarding MWS of County offices based on relevant information from sources such as ESD, law enforcement, national and local weather services.

Inform Public Information Officer, Ombudsman, County Council and HRD of MWS of County offices as soon as practical.

Richland County Council Request of Action

Subject

- a. A motion n to give discretion to the administrator to act accordingly and follow State guidelines with Hazardous Weather policy granting leave where employees would not be penalized. **[JACKSON]**
- b. Council previously approved a motion that will remove any item from the consent agenda if it is referred back to committee or staff must make changes. This does not take care of items that come from committees with "no recommendation". Based on the above, the following motion is made: Any item that is referred to Council with "no recommendation" will not be placed on the consent agenda, even if it was unanimous in committee. This will eliminate any confusion as to the fact something must be done with the item. **[MALINOWSKI]**
- c. All applicants for Richland County Boards and Commissions will be afforded a minimum of one week's advance notice as to the date and time of their respective interviews. No exceptions will be made to this rule **[PEARCE]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda