



Richland County Council

Regular Session November 15, 2016 - 6:00 PM Council Chambers

Call to Order

- 1 The Honorable Torrey Rush

Invocation

- 2 The Honorable Norman Jackson

Pledge of Allegiance

- 3 The Honorable Norman Jackson

Presentation

- 4 a. Justice 360: Mandy Medlock, Executive Director
b. Catawba Trail Elementary School: Recognition of Councilwoman Julie-Ann Dixon

Presentation of Resolution

- 5 a. Resolution honoring SCE&G employee Greg Sinkler for assisting the citizens of Lower Richland during and after Hurricane Matthew [JACKSON]

Approval of Minutes

- 6 Regular Session: November 1, 2016 [PAGES 7-15]

Adoption of Agenda

- 7



Richland County Council

Report of the Attorney for Executive Session Items

- 8 a. Sexually Oriented Business Ordinance

Citizen's Input

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

Report of the County Administrator

10

Report of the Clerk of Council

- 11 a. REMINDER: Committees and Zoning Public Hearing - November 17, 2016
b. REMINDER: China Jushi Groundbreaking, Pineview Industrial Park, December 8th, 10:30 a.m.

Report of the Chair

12

Open/Close Public Hearings

- 13 a. An Ordinance Authorizing the deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS #16911-03-09
b. An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Six Hundred Forty-Six Thousand Four Hundred Twenty-Eight Dollars (\$646,428) to fund officer safety equipment and service agreement – body worn cameras
c. An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters

Approval of Consent Items



Richland County Council

- 14 a. An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS #16911-03-09 [THIRD READING] [PAGES 16-21]
- 15 16-028MA
Desta Nelson
RU to NC (1.68 Acres)
4000 Leesburg Road
25000-01-04A(p) [THIRD READING] [PAGES 22-23]
- 16 16-030MA
Arthur Bush
RU to OI (17 Acres)
424 Lee Road
20300-02-45 [THIRD READING] [PAGES 24-25]

Third Reading Items

- 17 An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Six Hundred Forty-Six Thousands Four Hundred Twenty-Eight Dollars (\$646,428) to fund officer safety equipment and service agreement - body worn cameras [PAGES 26-29]
- 18 Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to [Project Alimex]; and other related matters [PAGES 30-47]
- 19 An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to change the uses of “Restaurants, Cafeterias” and “Restaurants, Full Service (Dine-In)””; from permitted to ones with special requirements; and to add a new use of “Restaurants, Limited Service (Dine-In)” with special requirements [PAGES 48-56]

Second Reading Items

- 20 An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters [PAGES 57-67]



Richland County Council

- 21** An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to remove the division known as the Office of Small Business Opportunity from Procurement [PAGES 68-69]

Report of Rules & Appointments Committee

Notification of Appointments

- 22** Airport Commission - 2 (One applicant must reside within one mile of the airport) [PAGES 70-71]

a. Aurel Emerson Smith

- 23** Richland Memorial Hospital Board of Trustees - 3 [PAGES 72-87]

a. Benjamin P. Mustain

b. Sandra P. Sims

c. Rosalyn Woodson Frierson

d. C. Guy Castles, III

Notification of Vacancies

- 24** a. Accommodations Tax - 3 (One applicant must have a background in the Cultural Industry; other 2 applicants must have a background in the Lodging Industry)

b. Community Relations Council - 3 (Applicants will have fundraising responsibilities)

c. Hospitality Tax - 3 (Two applicants must be from the Restaurant Industry; other position is at-large seat)

d. Internal Audit Committee - 1 (Applicant must be a CPA)

e. Business Service Center Appeals Board - 2 (Applicants must be in Business Industry)

f. Board of Assessment Appeals - 1



Richland County Council

- g. Planning Commission - 1
- h. Central Midlands Council of Governments (CMCOG) - 1
- i. Building Codes Board of Appeals - 1 (Applicant must be from the Architecture Industry)
- j. Riverbanks Park Commission - 1
- k. Airport Commission - 1

Citizen's Input

- 25** Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 26** Seed Funding for Commemorating Fort Jackson's 100th Birthday [MANNING]

Adjournment



Richland County Council



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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MEETING

November 1, 2016
6:00 PM
County Council Chambers

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

CALL TO ORDER

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

INVOCATION

The Invocation was led by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

APPROVAL OF MINUTES

- a. **Regular Session: October 18, 2016** – Mr. Manning moved, seconded by Mr. Livingston, to approve the minutes as distributed. The vote in favor was unanimous.
- b. **Zoning Public Hearing: October 25, 2016** – Ms. Dixon moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

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

- a. **Personnel Matter**



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Dalhi Myers
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Daniel Driggers
Michelle Onley
Tracy Hegler
Jeff Ruble
Quinton Epps
Geo Price
Brandon Madden
Larry Smith
Brad Farrar
Christy Swofford
Ismail Ozbek
Dwight Hanna
Beverly Harris
Janelle Ellis
Donald Woodward
Donny Phipps
Rudy Curtis
Michael Byrd
Brenda Parnell
Valeria Jackson

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

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

No report was given.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Columbia Urban League Dinner, Thursday, November 3rd, 6:00 p.m., Columbia Metropolitan Convention Center** – Ms. Onley reminded Council of the upcoming Columbia Urban League Dinner on November 3rd.
- b. **REMINDER: VC Summer Tour, Wednesday, November 9th, 10:00 a.m., Jenkinsville, SC** – Ms. Onley reminded Council of the upcoming VC Summer Tour on November 9th.
- c. **REMINDER: EngenuitySC “Ignite”, Wednesday, November 16th, 5:15 p.m. Bull Street Commons** – Ms. Onley reminded Council of the upcoming Engenuity “Ignite” event on November 16th.
- d. **2017 County Council Meeting Schedule** – Ms. Dixon moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF THE CHAIR

- a. **Personnel Matter** – This item was taken up in Executive Session.
- b. **FY17 – District 10 H-Tax Allocations** –

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

The vote was unanimous to approve the Hospitality Tax allocation for District 10 in the amount of \$137,500.

OPEN/CLOSE PUBLIC HEARINGS

- Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to [Project Alimex]; and other related matters – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- 16-028MA, Desta Nelson, RU to NC (1.68 Acres), 4000 Leesburg Road, 25000-01-04A(p) [SECOND READING]
- 16-030MA, Arthur Bush, RU to OI (17 Acres), 424 Lee Road, 20300-02-45 [SECOND READING]
- Emergency Services Department: Fire Hose and Equipment Purchase
- Conservation Department: Acceptance of Donated Property
- Building Inspections: Intergovernmental Agreement between Richland County and the Town of Eastover
- Professional Services/Airport Work Authorization
- Public Defender's Office: Approval of New Attorney I Positions
- Intergovernmental Agreement with the City of Columbia
- Community Development: Approval of Additional County Positions

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

THIRD READING

An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item.

**Richland County Council
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Tuesday, November 1, 2016
Page Four**

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

The vote in favor was unanimous.

16-023MA, Debbie Nix, RS-MD to OI (3.17 Acres), 806 Universal Drive, 19106-06-01 – Ms. Dixon moved, seconded by Ms. Dickerson, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

The vote in favor was unanimous.

16-026MA, David Tuttle, M-1/RS-LD to PDD (33.88 Acres), Roseberry Lane, 22807-01-04 – Ms. Dixon moved, seconded by Ms. Dickerson, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

The vote in favor was unanimous.

SECOND READING

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to [Project Alimex]; and other related matters – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to change the uses of “Restaurants, Cafeterias” and “Restaurants, Full Service (Dine-In)”; **from permitted to ones with special requirements; and to add a new use of “Restaurants, Limited Service (Dine-In)” with special requirements** – Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon recognized Mr. Ray for his family’s endeavors to keep Richland County free of debris on the roadways.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Emergency Services Department – Hazard Mitigation Plan – Ms. Dixon stated the committee recommended approval of this item. The vote in favor was unanimous.

Planning Department: Selection of Consultant for the Rewrite of the Richland County Land Development Code and Zoning Regulations – Ms. Dixon stated the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Department of Public Works – Dawson Pond Dam Repair Project – Mr. Livingston moved, seconded by Ms. Dixon, to approve this item.

FOR

Rose
Dixon
Jackson
Pearce
Rush
Livingston
Dickerson
Myers
Manning

AGAINST

Malinowski

The vote was in favor.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

Solicitor's Office: Approval of Body Worn Camera Grant Award – Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

Ms. Dickerson moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Employee Grievance – 1** – Mr. Malinowski stated the committee recommended re-appointing Ms. Barbara C. White. The vote in favor was unanimous.
- b. **Central Midlands Regional Transit Authority Board – 1** – Mr. Malinowski stated the committee recommended appointing Mr. Roger Leaks, Jr. The vote in favor was unanimous.

REPORT OF THE DSS FACILITY AD HOC COMMITTEE

HVAC Replacement at DSS Facility – Mr. Rush stated the committee recommended awarding the contract to Johnson Control, Inc. The vote in favor was unanimous.

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Regular Session Meeting
Tuesday, November 1, 2016
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REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to remove the Division of Procurement known as the Office of Small Business Opportunity [FIRST READING] – Mr. Manning stated the committee recommended approval of this item for First Reading and to instruct Legal to review and clarify the language of the ordinance prior to Second Reading. The vote in favor was unanimous.

OTHER ITEMS

Curbside Collection Hauler Contracts for Areas 3 & 6 – Mr. Manning moved, seconded by Ms. Dixon, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
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Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

In support of the issuance by the South Carolina Jobs Economic Development Authority of its Economic Development Revenue Bonds (Green Midlands, LLC Project), in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$13,875,000 – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item.

FOR

Rose
Malinowski
Dixon
Jackson
Pearce
Rush
Livingston
Dickerson
Myers
Manning

AGAINST

The vote in favor was unanimous.

Ms. Dixon moved, seconded by Mr. Malinowski, to reconsider this item. The motion for reconsideration failed.

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

Mr. Helen Taylor Bradley spoke regarding the Lower Richland Sewer Project and thanked Ms. Myers for her contribution to the district since being elected to office.

Mr. Lavar Jones spoke in favor of the body camera initiative.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 6:35 p.m.
and came out at approximately 6:52 p.m.*

- a. **Personnel Matter** – No action was taken.

MOTION PERIOD

- a. **Move that Council explore the potential construction of a new Richland County Judicial Center [LIVINGSTON, MANNING, PEARCE, ROSE, DICKERSON, MYERS and DIXON]** – This item was referred to the Courthouse Ad Hoc Committee.

ADJOURNMENT

The meeting adjourned at approximately 6:54 PM.

**Richland County Council
Regular Session Meeting
Tuesday, November 1, 2016
Page Ten**

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Dalhi Myers

Seth Rose

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

Richland County Council Request of Action

Subject:

An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS #16911-03-09

First Reading:	October 4, 2016
Second Reading:	October 18, 2016
Third Reading:	November 15, 2016 {Tentative}
Public Hearing:	November 15, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-16HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA
FOR CERTAIN WATER LINES TO SERVE THE DECKER CENTER;
RICHLAND COUNTY TMS #16911-03-09.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached Deed to Water Lines for Decker Center Remodel; Richland County TMS #16911-03-09; CF#331-22, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle Onley
Assistant Clerk of Council

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

STATE OF SOUTH CAROLINA)

DEED TO WATER LINES FOR DECKER
CENTER REMODEL (2510 DECKER BLVD);
RICHLAND COUNTY TMS #16911-03-09;
CF#331-22

COUNTY OF RICHLAND)

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" and 8" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP) and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #331-22, which is incorporated herein by specific reference thereto.

An 8" water line beginning at a valve tied to an existing 8" City water line (CF #62-230) located in the loading area on the subject property fifty-nine and eight tenths (59.8) feet northwest of the northeastern building corner of "Existing Building"; thence turning and extending therefrom in a southeasterly direction along the loading area on the subject property, for a distance of four and seven tenths (4.7) feet to a 22.5° bend located in the loading area on the subject property fifty-six and two tenths (56.2) feet north of the northeastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly/more southerly direction along the loading and parking areas on the subject property, for a distance of two hundred twenty-five and eight tenths (225.8) feet to a 22.5° bend located in the loading area on the subject property sixty-one and eight tenths (61.8) feet northwest of the eastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly direction along the loading area on the subject property and generally parallel to said "Existing Building", for a distance of eighty-one (81) feet to a 22.5° bend located in the loading area on the subject property twenty-one and six tenths (21.6) feet southeast of the eastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly/more southerly direction along the loading area on the subject property, for a distance of one hundred five and two tenths (105.2) feet to a valve located in the loading area on the subject property, approximately ninety-six (96) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Also, a 6" water line beginning at an 8"x8"x6" tee on the aforescribed 8" water line located in the loading area on the subject property, thirty-three and six tenths (33.6) feet southeast of the eastern building corner of said "Existing Building"; thence extending therefrom in a northeasterly/more easterly direction crossing the loading area on the subject property, for a distance of sixteen (16) feet to a fire hydrant located on the subject property, forty-two and nine tenths (42.9) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Also, a 6" water line beginning at an 8"x8"x6" tee on the aforescribed 8" water line located in the loading area on the subject property seventy-seven and five tenths (77.5) feet southeast of the eastern building corner of said "Existing Building", thence

APPROVED AS TO FORM

NAH 7-8-16

Legal Department City of Columbia, SC

extending therefrom in a southwesterly/more westerly direction along the loading area on the subject property, for a distance of ten and one tenth (10.1) feet to a meter vault located in the loading area on the subject property seventy-six and three tenths (76.3) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, its contractor, agent or any other party acting on behalf of the Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of ingress, egress, construction operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an easement for access, ingress and egress along the entrance drives, private alleyways, parking areas, driveways and common areas for the operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings prepared for Decker Center Remodel, in Richland County, near the City of Columbia, South Carolina, dated May 27, 2016, last revised June 28, 2016, prepared for Richland County, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File reference #331-22.

These water lines are more clearly delineated on a set of record drawings prepared for Decker Center Remodel, in Richland County, near the City of Columbia, South Carolina, dated May 27, 2016, last revised June 28, 2016, prepared for Richland County, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File reference #331-22.

PW

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances of whatsoever kind or nature, except those set forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this _____ day of _____, 20____.

WITNESSES:

RICHLAND COUNTY

(witness #1 signature)

By: _____
(Signature)

(witness #2 signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of _____ on behalf of the within-named Grantor.
(Name of Officer and Title) (City and State)

(Notary Signature)
NOTARY PUBLIC FOR _____
(State)
MY COMMISSION EXPIRES _____
(Date)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Decker Center Remodel with Richland County as Grantor and the City of Columbia, as Grantee this _____ day of _____, 20____.

State Bar Number: _____

Richland County Council Request of Action

Subject:

16-028MA
Desta Nelson
RU to NC (1.68 Acres)
4000 Leesburg Road
25000-01-04A(p)

First Reading: October 25, 2016
Second Reading: November 1, 2016
Third Reading: November 15, 2016 {Tentative}
Public Hearing: October 25, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 25000-01-04A (PORTION OF) FROM RU (RURAL DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 25000-01-04A (portion of) from RU (Rural District) zoning to NC (Neighborhood Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: October 25, 2016
First Reading: October 25, 2016
Second Reading: November 1, 2016 (tentative)
Third Reading: November 15, 2016 (tentative)

Richland County Council Request of Action

Subject:

16-030MA
Arthur Bush
RU to OI (17 Acres)
424 Lee Road
20300-02-45

First Reading: October 25, 2016
Second Reading: November 1, 2016
Third Reading: November 15, 2016 {Tentative}
Public Hearing: October 25, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20300-02-45 FROM RU (RURAL DENSITY DISTRICT) TO OI (OFFICE & INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20300-02-45 from RU (Rural District) zoning to OI (Office and Institutional District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: October 25, 2016
First Reading: October 25, 2016
Second Reading: November 1, 2016 (tentative)
Third Reading: November 15, 2016 (tentative)

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Six Hundred Forty-Six Thousand Four Hundred Twenty-Eight Dollars (\$646,428) to fund officer safety equipment and service agreement - body worn cameras

First Reading: October 4, 2016

Second Reading: October 18, 2016

Third Reading: November 15, 2016 [Tentative]

Public Hearing: November 15, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. GF_2

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE SIX HUNDRED FORTY SIX THOUSAND FOUR HUNDRED TWENTY EIGHT DOLLARS (\$646,428) TO FUND OFFICER SAFETY EQUIPMENT AND SERVICE AGREEMENT – BODY WORN CAMERAS.

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 Six hundred Forty Six Thousand Four Hundred and Twenty Eight dollars (\$646,428) be appropriated to (2) positions, fund officer safety equipment and service agreements for body worn cameras. Therefore the Fiscal Year 2016-2017 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 160,527,230
State Grant Funds	132,000
Redirect Decker Revenue	55,000
Appropriation of General Fund Balance:	<u>459,428</u>
Total General Fund Revenue as Amended:	\$ 161,173,658

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 160,527,230
Change in General Fund Expense:	<u>646,428</u>
Total General Fund Expenditures as Amended:	\$ 161,173,658

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 _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY
OF _____, 2016

Michelle Onley
Clerk of Council

RICHLANDCOUNTYATTORNEY'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:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to [Project Alimex]; and other related matters

FIRST READING: October 18, 2016

SECOND READING: November 1, 2016 {Tentative}

THIRD READING: November 15, 2016 {Tentative}

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 PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO ALIMEX PRECISION IN ALUMINUM, INC.; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“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) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of eligible 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 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 Section 4-1-175 of the Act, to grant credits to a company located in a multi-county industrial park against the company’s Fee Payments (“Infrastructure Credit”) to assist the company in paying (i) for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company’s project or the County, and (ii) for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ((i) and (ii) collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs to operation of the Park;

WHEREAS, Alimex Precision in Aluminum Inc. (“Company”) has agreed to lease a facility in which it will install machinery, equipment, and other personal property within the County (the “Project”) on property more particularly identified in Exhibit A (together with the Project, “Property”), resulting in capital investments in taxable real and personal property at the Project of at least \$2,000,000, along with the creation of 22 new full-time jobs;

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

WHEREAS, at the Company’s request, the County desires to offer, as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project, an Infrastructure Credit against the Company’s Fee Payments on the Project, the terms and conditions of which are more particularly described in the Infrastructure Credit Agreement between the County and the Company, the form of which is attached as Exhibit B (“Agreement”); and

WHEREAS, to effect the Infrastructure Credit, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the Property in the Park;

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

Section 1. *Expansion of the Park Boundaries, Inclusion of Property.* There is hereby authorized an expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park. The County Council Chair (“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 Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and approving ordinance by Fairfield County Council.

Section 2. *Approval of Infrastructure Credit.* The is hereby authorized an Infrastructure Credit against the Company’s Fee Payments with respect to the Project as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety.

Section 3. *Authorization to Execute Agreement.* The Chair is authorized and directed to execute the Credit Agreement, subject to any revisions, which are not materially adverse to the County, as may be approved by the County Administrator or the County’s Director of Economic Development following receipt of advice from counsel to the County, and the Clerk of the County Council is authorized and directed to attest the Agreement.

Section 4. *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 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 18, 2016
Second Reading: November 1, 2016
Public Hearing: November 1, 2016
Third Reading: November 15, 2016

EXHIBIT A
PROPERTY

195 Shop Grove Drive, Unit-A
Columbia, SC 29209

EXHIBIT B

**FORM OF
AGREEMENT**

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

ALIMEX PRECISION IN ALUMINUM, INC.

Effective as of: November 15, 2016

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of November 15, 2016 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and ALIMEX PRECISION IN ALUMINUM, INC., a Nevada corporation (“Company” together 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) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of qualifying companies which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial park (“Fee Payments”)

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company against the company’s Fee Payments generated from the company’s property located in a multi-county park (“Infrastructure Credit”) to reimburse the company for its expenditures in paying 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 or manufacturing facility in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs to operation of the Park;

WHEREAS, the Company has agreed to lease a facility and install machinery, equipment and other personal property within the County (“Project”) on property more particularly identified by Exhibit A (collectively, “Property”), resulting in capital investments in taxable real and personal property at the Project of at least \$2,000,000 and the creation of 22 new full-time jobs;

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 Property and other real and personal property relating to the Project in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 5 years against the Company’s Fee Payments on the Project for the purpose of reimbursing 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 represents to the Company as follows:

- (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 approved the inclusion of the Project and the Property in the Park; and
- (e) Based on representations made by the Company to the County, the County has determined the Project will provide significant economic benefits to the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company represents to the County as follows:

- (a) The Company is a corporation duly organized, validly existing, and in good standing, under the laws of the State of Nevada, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it; and
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project.

**ARTICLE II
INFRASTRUCTURE CREDITS**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$2,000,000 in taxable property at the Project (“Investment Commitment”) by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than November 15, 2021 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.02. Jobs Commitment. The Company shall create 22 additional new, full-time jobs in the County (“Jobs Commitment”), by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.03. Infrastructure Credits.

- (a) Commencing with the first Fee Payment due on the Project, which is expected to be January, 2018, and ending with the Fee Payment due four years following the first Fee Payment, which is expected to be January, 2022 (“Credit Term”), the County shall provide an annual Infrastructure Credit to the Company’s annual Fee Payments with respect to the Project. The Company will receive an Infrastructure

Credit of forty-five percent (45%) in years one and two, and an Infrastructure Credit of forty percent (40%) in years three, four, and five.

(b) For each year of the Credit Term, the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.03(a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) 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 Infrastructure Credits except with respect to the Fee Payments received from the Company.

SECTION 2.04 [Reserved.]

SECTION 2.05. Clawback. In the event that the Company fails to meet the Investment Commitment or Jobs Commitment by the end of the Credit Term, the Company shall be obligated to repay a portion of the Infrastructure Credits, calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \$2,000,000$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / 22$$

For example, and by way of example only, if the Company had received \$100,000 in credits had invested \$1,500,000 and created 18 jobs by the end of the Credit Term, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 18/22 = 82\%$$

$$\text{Investment Achievement Percentage} = \$1,500,000/\$2,000,000 = 75\%$$

$$\text{Overall Achievement Percentage} = (82\% + 75\%)/2 = 78.5\%$$

Clawback Percentage = 100% - 78.5% = 21.5%

Repayment Amount = \$100,000 x 21.5% = \$21,500

Any amount owing pursuant to Section 3.03 shall be paid within 30 days of the end of the Credit Term, and any such amount shall be subject to the minimum amount of interest that the Act may require.

SECTION 2.06. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 or comparable forms for the property comprising the Project.

SECTION 2.07 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

SECTION 3.01. 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 and which notice is given to the defaulting Party by first-class mail, then such Party is in default under this Agreement (“Event of Default”).

SECTION 3.02. 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:

- (1) terminate this Agreement;
- (2) 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;
- (3) bring suit upon this Agreement;
- (4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. 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 3.04. 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 IV
MISCELLANEOUS**

SECTION 4.01. 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 Project and to have access to and examine all the Company's books and records pertaining to the Project. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Project and the Company's books and records pertaining to the Project. 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, acknowledge and understand that the Company may have and maintain at the Project 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 4.02. Successors and Assigns. Upon written consent of the County, the Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be. In this regard, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 4.03. 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 4.04. 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 4.05. 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 4.06. Indemnification Covenant.

(a) Except as provided in paragraph (d) 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 liability or claims arising from the County's execution of this Agreement, performance of the County's

(b) if to the Company: Alimex Precision in Aluminum Inc.
PO Box 290759
Columbia, SC 29229

with a copy to Alimex Precision in Aluminum Inc.
(does not constitute notice): 195 Shop Grove Drive – Unit A
Columbia, SC 29209

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 4.08. 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, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project, in an amount not to exceed \$5,000.00

SECTION 4.09. 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 4.10 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 4.11. 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 4.12. 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 4.13. 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 4.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.15. 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 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

*[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 Council, Richland County Council

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Alimex Precision in Aluminum, Inc., has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

ALIMEX PRECISION IN ALUMINUM INC.

By: _____
Name: Dean Blakeny
Its: President & CEO

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
PROPERTY

195 Shop Grove Drive, Unit-A
Columbia, SC 29209

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to change the uses of “Restaurants, Cafeterias” and “Restaurants, Full Service (Dine-In)”; from permitted to ones with special requirements; and to add a new use of “Restaurants, Limited Service (Dine-In)” with special requirements

First Reading:	October 4, 2016
Second Reading:	November 1, 2016
Third Reading:	November 15, 2016 {Tentative}
Public Hearing:	May 24, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO CHANGE THE USES OF “RESTAURANTS, CAFETERIAS” AND “RESTAURANTS, FULL SERVICE (DINE-IN)” FROM PERMITTED TO ONES WITH SPECIAL REQUIREMENTS; AND TO ADD A NEW USE OF “RESTAURANTS, LIMITED SERVICE (DINE-IN)” WITH SPECIAL REQUIREMENTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts And District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Retail Trade and Food Services” of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Retail Trade and Food Services																	
Antique Stores (See Also Used Merchandise Shops and Pawn Shops)											P	P	P	P	P		
Appliance Stores														P	P		
Art Dealers											P	P	P	P	P		
Arts and Crafts Supply Stores												P	P	P	P		
Auction Houses													P	P	P	P	
Automotive Parts and Accessories Stores													P	P	P	P	
Bakeries, Retail												P	P	P	P	P	
Bars and Other Drinking Places											SE	SE	SR	SR	SR	SR	
Bicycle Sales and Repair												P	P	P	P	P	
Boat and RV Dealers, New and Used														P	P	P	
Book, Periodical, and Music Stores											P	P	P	P	P		
Building Supply Sales with Outside Storage													P	P	P	P	P
Building Supply Sales without Outside Storage													P	P	P	P	P
Camera and Photographic Sales and Service												P	P	P	P		
Candle Shops												P	P	P	P		
Candy Stores (Confectionery, Nuts, Etc.)												P	P	P	P		
Caterers, No On Site Consumption											P	P	P	P	P	P	
Cigar Bars												SR		SR	SR	SR	
Clothing, Shoe, and Accessories Stores												P	P	P	P		
Coin, Stamp, or Similar Collectibles Shops												P	P	P	P		
Computer and Software Stores												P	P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Convenience Stores (with Gasoline Pumps)												P	P	P	P	P	P
Convenience Stores (without Gasoline Pumps)												P	P	P	P	P	P
Cosmetics, Beauty Supplies, and Perfume Stores												P	P	P	P		
Department, Variety or General Merchandise Stores												P	P	P	P		
Direct Selling Establishments, Not Otherwise Listed														P	P	P	
Drugstores, Pharmacies, with Drive-Thru											P		P	P	P	P	
Drugstores, Pharmacies, without Drive-Thru											P	P	P	P	P	P	
Electronic Shopping and Mail Order Houses														P	P	P	P
Fabric and Piece Goods Stores												P	P	P	P		
Flea Markets, Indoor													P	P	P	P	
Flea Markets, Outdoor													P	P	P	P	
Floor Covering Stores													P	P	P		
Florists												P	P	P	P		
Food Service Contractors												P	P	P	P		
Food Stores, Specialty, Not Otherwise Listed												P	P	P	P		
Formal Wear and Costume Rental												P	P	P	P		
Fruit and Vegetable Markets												P	P	P	P	P	
Fuel Sales (Non- Automotive)															SR		SR
Furniture and Home Furnishings													P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Garden Centers, Farm Supplies, or Retail Nurseries												P	P	P	P		
Gift, Novelty, Souvenir, or Card Shops												P	P	P	P		
Grocery/Food Stores (Not Including Convenience Stores)												P	P	P	P		
Hardware Stores												P	P	P	P		
Health and Personal Care Stores, Not Otherwise Listed												P	P	P	P		
Hobby, Toy, and Game Stores												P	P	P	P		
Home Centers														P	P		
Home Furnishing Stores, Not Otherwise Listed												P	P	P	P		
Jewelry, Luggage, and Leather Goods (May Include Repair)												P	P	P	P		
Liquor Stores												P	P	P	P		
Manufactured Home Sales														SR	SR	SR	
Meat Markets												P	P	P	P		
Miscellaneous Retail Sales – Where Not Listed Elsewhere, and Where All Sales and Services are Conducted within an Enclosed Building												P	P	P	P		
Motor Vehicle Sales – Car and Truck – New and Used													P	P	P	P	
Motorcycle Dealers, New and Used													P	P	P	P	
Musical Instrument and Supplies Stores (May Include Instrument Repair)												P	P	P	P		
News Dealers and Newsstands												P	P	P	P		
Office Supplies and Stationery Stores											P	P	P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Optical Goods Stores											P	P	P	P	P		
Outdoor Power Equipment Stores													P	P	P		
Paint, Wallpaper, and Window Treatment Sales												P	P	P	P		
Pawnshops														P	P		
Pet and Pet Supplies Stores												P	P	P	P		
Record, Video Tape, and Disc Stores												P	P	P	P		
Restaurants, Cafeterias											<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	
Restaurants, Full Service (Dine-In Only)											<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	
<u>Restaurants, Limited Service (Dine-In)</u>											<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	
Restaurants, Limited Service (Delivery, Carry Out <u>Only</u>)											P	P	P	P	P	P	
Restaurants, Limited Service (Drive-Thru)													P	P	P	P	
Restaurants, Snack and Nonalcoholic Beverage Stores											P	P	P	P	P	P	
Service Stations, Gasoline													P	P	P	P	
Sporting Goods Stores												P	P	P	P		
Television, Radio or Electronic Sales													P	P	P		
Tire Sales													P	P	P		
Tobacco Stores												P	P	P	P		
Truck Stops														P	P	P	P
Used Merchandise Stores												P	P	P	P		
Video Tape and Disc Rental												P	P	P	P		
Warehouse Clubs and Superstores														P	P		

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(64) Restaurants, Cafeterias; Restaurants, Full Service (Dine-In Only); Restaurants, Limited Service (Dine-In) – OI, NC, RC, GC, M-1, LI”, the existing Paragraph (64) is renumbered to read as Paragraph (65), and all remaining paragraphs are renumbered in appropriate chronological order.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended by the insertion of a new paragraph to read as Paragraph “(64) Restaurants, Cafeterias; Restaurants, Full Service (Dine-In Only); Restaurants, Limited Service (Dine-In)”, the existing Paragraph (64) is renumbered to read as Paragraph (65), and all remaining paragraphs are renumbered in appropriate chronological order.

- (64) Restaurants, Cafeterias; Restaurants, Full Service (Dine-In Only); Restaurants, Limited Service (Dine-In)
 - a. Use districts: Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 Light Industrial; LI Light Industrial.
 - b. As a regular and substantial source of business to the licensed establishment, meals shall be served upon the demand of guests and patrons during the normal “mealtimes” which occur when the licensed business establishment is open to the public and that an adequate supply of food is present on the licensed premises to meet such demand.
 - c. Seating for Full Service (Dine-In Only) Restaurants must be provided for at least twenty (20) patrons.
 - d. Seating for Limited Service (Dine-In) Restaurants must be provided for at least twelve (12) patrons.
 - e. Tables and booths must be of adequate height and size to accommodate full food service in accordance with the number of chairs found at the table/booth.
 - f. The bar area shall not cover more than twenty-five (25) percent of floor area, excluding the kitchen, storage area(s), serving areas and offices.
 - g. A full floor plan of the restaurant shall be provided to the Zoning Administrator.
 - h. Alcoholic beverages shall not be sold or dispensed unless the kitchen is open and prepared food items from the menu are available to patrons.

- i. The stage area for entertainment shall not exceed one-hundred (100) square feet or ten (10) percent of the total floor area (excluding the kitchen, storage area(s), serving areas and offices), whichever is greater.
- j. The area devoted to dancing shall not exceed 250 square feet or ten percent of total floor area (excluding the kitchen, storage area(s), serving areas and offices), whichever is greater.
- k. Admission/cover charges prior to entrance are prohibited.
- l. The restaurant must be equipped with a kitchen that is primarily utilized for the cooking, preparation and serving of meals.
- m. The restaurant must have readily available to its guests and patrons either “menus” with the listings of the various meals offered for service or a listing of available meals and foods, posted in a conspicuous place readily discernible by the guest or patrons.
- n. The restaurant must prepare for service to customers meals at least once each day the business establishment chooses to be open.
- o. Any advertisement for the establishment must be in conjunction with the primary business activity.
- p. Dancing poles within the establishment are prohibited.
- q. The following definitions shall be used in conjunction with this paragraph:
 - 1. “Meal” means an assortment of various prepared foods which shall be available to guests on the licensed premises during the normal “mealtimes” which occur when the licensed business establishment is open to the public. Sandwiches, boiled eggs, sausages and other snacks prepared off the licensed premises but sold thereon, shall not constitute a meal.
 - 2. “Kitchen” means a separate and distinct area of the business establishment that is used solely for the preparation, serving and disposal of solid foods that make up meals. Such area must be adequately equipped for the cooking and serving of solid foods, and the storage of same, and must include at least twenty-one cubic feet of refrigerated space for food and a stove/oven.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2016

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 22, 2016 (tentative)
First Reading: March 22, 2016 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters

First Reading: November 1, 2016
Second Reading: November 15, 2016 {Tentative}
Third Reading: December 6, 2016 {Tentative}
Public Hearing:

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

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND SENSOR ELECTRONIC TECHNOLOGY, INC., RELATING TO, WITHOUT LIMITATION, EXTENSION OF THE COMPLETION DATE TO ALLOW FOR CONTINUING AND FURTHER INVESTMENT IN THE PROJECT AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Sensor Electronic Technology, Inc., a corporation organized and existing under the laws of the State of New York (the "Company"), operates a manufacturing facility located in the County (as defined in the Fee Agreement, as that term is defined below, the "Project"); and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2011 (the "Fee Agreement") by which there was created a fee-in-lieu-of-tax arrangement with respect to certain property owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$25 million (the "Minimum Investment Threshold") and create at least 150 full-time jobs (the "Minimum Jobs Threshold") at the Project by December 31, 2016 (the "Completion Date"); and

WHEREAS, as of the date hereof, the Company has invested at least \$7.3 million in the Project and created 40 full-time jobs; and

WHEREAS, the laws of the State of South Carolina and the Fee Agreement allow an extension of the Completion Date prior to the expiration of the initial five-year period in which to add further and additional investment to a project; and

WHEREAS, the Company continues to operate the Project under the Fee Agreement and has requested the County amend the Fee Agreement to authorize the reduction in the Minimum Investment Threshold, the elimination of the Minimum Jobs Threshold and the Special Source Revenue Credit (“SSRC”), and the extension of the Completion Date by one year to complete the investment in the Project (the “Completion Date Extension”, and collectively with the reduction in the Minimum Investment Threshold and the elimination of the Minimum Jobs Threshold and SSRC, the “Incentives”); and

WHEREAS, the County and the Company now desire to amend the Fee Agreement to memorialize such agreements; and

WHEREAS, all capitalized terms not specifically defined herein, shall have the meaning as defined in the Fee Agreement, and if not defined therein shall have the meaning as defined in the Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the First Amendment of Fee Agreement (the “Amendment”) by and between the County and the Company memorializing the Incentives; and

WHEREAS, the County desires to authorize the Incentives, and it appears that the Amendment now before this meeting is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Statutory Findings and Determinations. The County hereby finds and determines that the Incentives would directly and substantially benefit the general public welfare of the County by inducing the Company to make further investment in the County, thereby providing for ~~the creation of jobs and employment in the County,~~ the increase of the ad valorem tax base of the County, and service, employment or other public benefits not otherwise provided locally; that the Incentives gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Incentives, i.e., economic development, ~~creation of jobs,~~ and addition to the tax base of the County, are proper governmental and public purposes; and the inducement of continued utilization of the Project which is located in the County and State are of paramount importance and the benefits of the Incentives will be greater than the costs; and

Section 2. Extension of the Completion Date. The Completion Date for investments under Sections 1.1, 3.2, 3.5, and 5.1(F) of the Fee Agreement shall be extended until December 31, 2017, pursuant to Section 12-44-30(13) of the Act, and all other sections of the Fee Agreement shall otherwise be revised to allow for such extension of the Completion Date.

Section 3. Reduction of the Minimum Investment Threshold. The Minimum Investment Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be reduced to \$12.5 million.

Section 4. Reduction of the Minimum Jobs Threshold. The Minimum Jobs Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be deleted in its entirety.

Section 5. Elimination of SSRC. The SSRC provided by the County to the Company under Section 6.10 of the Fee Agreement shall be deleted in its entirety.

Section 6. Approval of Amendment. The Amendment is approved as follows:

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

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

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

Section 7. Execution of Document. The Chairman, the County Administrator, and the Clerk are each authorized and directed to do all things reasonably necessary to effect the

execution and delivery of the Amendment and the County's performance of its obligations under the Amendment.

Section 8. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 9. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 10. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

[signatures on following page]

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chair, Richland County Council

(SEAL)

Attest this _____ day of _____, 2016

Deputy Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 18, 2016
Second Reading: November 1, 2016
Public Hearing: November 1, 2016
Third Reading: November 15, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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

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

To the best of my knowledge, the County Council has not taken any action to repeal the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this ____ day of _____, 2016.

Deputy Clerk of Council
Richland County, South Carolina

FIRST AMENDMENT OF FEE AGREEMENT

This First Amendment of Fee Agreement (the "Amendment") is made and entered into as of _____, 2016 by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina and SENSOR ELECTRONIC TECHNOLOGY, INC. (the "Company").

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"); and

WHEREAS, the Company operates a manufacturing facility located in the County (as defined in the Fee Agreement, the "Project"); and

WHEREAS, the County and Company executed and entered into that certain Fee Agreement effective as of December 31, 2011 (the "Fee Agreement"), a copy of which is attached hereto as Exhibit A, by which there was created a fee-in-lieu-of-tax arrangement with respect to real and personal property owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$25 million (the "Minimum Investment Threshold") and create at least 150 full-time jobs (the "Minimum Jobs Threshold") at the Project by December 31, 2016 (the "Completion Date"); and

WHEREAS, the Company continues to operate the Project under the Fee Agreement and has requested the County to amend the Fee Agreement to authorize the reduction in the Minimum Investment Threshold, the elimination of the Minimum Jobs Threshold and the Special Source Revenue Credit ("SSRC"), and the extension of the Completion Date by one year to complete the investment in the Project; and

WHEREAS, the laws of the State of South Carolina and Section 8.10 of the Fee Agreement permit the parties to amend the Fee Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Company agree as follows:

1. Extension of the Completion Date. The Completion Date for investments under Sections 1.1, 3.2, 3.5, and 5.1(F) of the Fee Agreement shall be extended until December 31, 2017, pursuant to Section 12-44-30(13) of the Act, and all other sections of the Fee Agreement shall otherwise be revised to allow for such extension of the Completion Date.
2. Reduction of the Minimum Investment Threshold. The Minimum Investment Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be reduced to \$12.5 million.

3. Reduction of the Minimum Jobs Threshold. The Minimum Jobs Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be deleted in its entirety.
4. Elimination of SSRC. The SSRC provided by the County to the Company under Section 6.10 of the Fee Agreement shall be deleted in its entirety.
5. County Expenses. The Company shall reimburse the County for reasonably and necessary expenses, including, reasonable and necessary attorneys' fees, related to reviewing and negotiation of the Amendment and related documents, in an amount not to exceed \$1,500. The Company shall reimburse the County no more than 30 days after receiving an invoice from the County, or its agents, in which the amount and the general nature of the expense is provided.
6. Severability. If any term, provision, or any portion of this Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this agreement shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the County has executed this Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Amendment by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush, Chairman, County Council of
Richland County, South Carolina

(SEAL)

ATTEST:

By: _____
Clerk to County Council of Richland County,
South Carolina

SENSOR ELECTRONIC TECHNOLOGY, INC.

By: _____
Name: _____
Its: _____

EXHIBIT A

Fee Agreement

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to remove the division known as the Office of Small Business Opportunity from Procurement

FIRST READING:	November 1, 2016
SECOND READING:	November 15, 2016 {Tentative}
THIRD READING:	December 6, 2016 {Tentative}
PUBLIC HEARING:	December 6, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; SO AS TO REMOVE THE DIVISION KNOWN AS THE OFFICE OF SMALL BUSINESS OPPORTUNITY FROM PROCUREMENT

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article III, Administrative Offices and Officers; Division 9, Office of Procurement; Section 2-153.5; is hereby deleted.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Business Enterprise Procurement Requirements; Section 2-639; General Provisions; sub-paragraph (c); is hereby amended by the addition of the following definition, which shall be placed in appropriate alphabetical order:

Office of Small Business Opportunity. The office which shall manage and administer the SLBE Program (see Section 2-639 et. seq.) and shall undertake other functions and duties as assigned by the county administrator or county council.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Business Enterprise Procurement Requirements; shall be amended by replacing each reference of the “director of procurement” to the “director of the Office of Small Business Opportunity.”

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

SECTION VI. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2016.

Michelle Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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



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

Applicant must reside in Richland County.

Name: Aurel Emerson Smith
Home Address: 3315 Cannon Street, Columbia SC 29205-3440
Telephone: (home) 803-771-6632 (work) 803-256-8694
Office Address: 3315 Cannon Street, Columbia SC 29205-3440
Email Address: emsmith@metromark.net

Educational Background: BA UT Austin, MA TCU, PhD Emory

Professional Background: Sociologist, Metromark Market Research, Inc.

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

Name of Committee in which interested: Jim Hamilton-LB Owens Airport Commission

Reason for interest: I live very near Hamilton-Owens Airport. Was trained as a pilot there. Want to have good relations between neighborhood residents and the airport.

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

Have served on the Shandon Neighborhood Council. Past SC Wing Commander, USAF Auxiliary, Civil Air Patrol, work with all airports in SC where our aircraft are stationed.

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

Any other information you wish to give? No

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: Whatever is required.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

October 18, 2016
Date

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

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

Applications are current for one year.

Staff Use Only		
Date Received: <u>10-20-16</u>	Received by: 	
Date Sent to Council: _____		
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file



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

Applicant must reside in Richland County.

Name: Benjamin P. Mustian

Home Address: 5 Highhill Court, Columbia, SC 29209

Telephone: (home) (cell) 803-608-3804 (work) 803-252-3300

Office Address: 930 Richland Street (29201), P.O Box 8416, Columbia, SC 29202-8416

Email Address: bmustian@willoughbyhoefer.com

Educational Background: Wake Forest University (B.A. 1997), USC School of Law (2000)

Professional Background: Attorney/Shareholder Willoughby & Hoefer, P.A.

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

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

Reason for interest: Please see attached.

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

Please see attached.

Presently serve on any County Committee, Board or Commission? Yes Richland Mem Hosp Bd.

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

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: Any number of hours that may be required.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

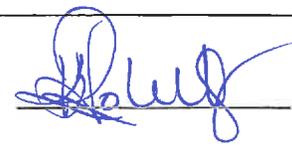
10/6/16

Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-10-16</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

WILLOUGHBY & HOEFER, P.A.

ATTORNEYS & COUNSELORS AT LAW

930 RICHLAND STREET

P.O. BOX 8416

COLUMBIA, SOUTH CAROLINA 29202-8416

MITCHELL M. WILLOUGHBY
JOHN M.S. HOEFER
RANDOLPH R. LOWELL**
TRACEY C. GREEN
BENJAMIN P. MUSTIAN**
ELIZABETH ZECK*
ELIZABETHANN LOADHOLT CARROLL
CHAD N. JOHNSTON
JOHN W. ROBERTS
ANDREW J. D'ANTONI

AREA CODE 803
TELEPHONE 252-3300
TELECOPIER 256-8062

ELIZABETH S. MABRY
JAMES PATRICK HUDSON
OF COUNSEL

*ALSO ADMITTED IN TX

**ALSO ADMITTED IN WASHINGTON, D.C.

October 6, 2016

VIA U.S. AND ELECTRONIC MAIL

Kimberly W. Roberts
Assistant to the Clerk of Council
Post Office Box 192
Columbia, South Carolina 29202
williams-robertsk@rcgov.us

Re: Application for Reappointment to Richland Memorial Hospital Board of Trustees

Dear Ms. Roberts:

Enclosed, please find my application for reappointment to the Richland Memorial Hospital Board of Trustees, which I respectfully submit for the Council's consideration. As reflected in the attached Statement of Interest and curriculum vitae, I believe that my past service on the Board, as well as my background and experience has been and would continue to be beneficial to the Board and to the health care needs of our community. Accordingly, I would greatly appreciate the opportunity to continue being of service should the Council honor me with a second term.

If you or the Council members have any questions or require any additional information, please do not hesitate to contact me. Thank you for your kind assistance with this matter.

Very truly yours,

WILLOUGHBY & HOEFER, P.A.



Benjamin P. Mustian

Enclosures

Statement of Interest for Benjamin P. Mustian
Candidate for Richland Memorial Hospital Board of Trustees

I was greatly honored to have been appointed by Richland County Council to the Richland Memorial Board of Trustees in 2015. During my tenure, I have had the opportunity to expand my understanding of the positive impact Palmetto Health, and specifically, Palmetto Richland, has had on our community. Through my work as a member of the Palmetto Richland Finance Committee and as Board Representative to the Palmetto Health Audit, Compliance, and Finance Committee, I have seen first-hand the Board's ability to influence and facilitate the health and well-being of the citizens of Richland County and surrounding areas. My understanding of the leadership and governance of Palmetto Health also has grown through my service on the Palmetto Health Administrative Fellowship Search Committee. These experiences have been enlightening and rewarding, and I am dedicated to continuing my service to the County, should the Council appoint me to a second term.

Moreover, as reflected on my curriculum vitae, a copy of which is attached for your review, my legal practice involves representing clients on a variety of health care related matters, including the need for and impact of expanding health care services across the state. I believe that my educational and professional background and experience has been and would continue to be beneficial to the Richland Memorial Hospital Board of Trustees and to the health care needs of our community.

Thank you for your time and consideration of my application, and I look forward to the opportunity to continue to serve in this most important role. Please do not hesitate to contact me if you have any questions or require any additional information.

Benjamin P. Mustian
WILLOUGHBY & HOEFER, P.A.
930 Richland Street (29201)
Post Office Box 8416
Columbia, South Carolina 29202-8416
Office: (803) 252-3300 Cell: (803) 608-3804
bmustian@willoughbyhoefer.com

EDUCATION

University of South Carolina School of Law
Juris Doctor, 2000

Wake Forest University
Bachelor of Arts, 1997

**LEGAL
EMPLOYMENT**

Willoughby & Hoefer, P.A.
Shareholder, Attorney (April 2006 until Present)

– Represent individual, corporate, and governmental clients in a variety of matters including litigation, health care law, administrative law, utility law, regulatory compliance, corporate matters, commercial transactions, election law, redistricting law, and governmental ethics matters. A significant portion of my practice relates to the representation of health care clients on Certificate of Need applications, licensure issues, and financial matters.

South Carolina Office of Regulatory Staff
Attorney (October 2004 until April 2006)

– Represented a state agency in public utility matters, including electric, gas, telecommunications, water, wastewater, and motor vehicle carrier rate making proceedings, complaints, and other requests for relief pending before the Public Service Commission of South Carolina.

South Carolina House of Representatives, Judiciary Committee
Chief Counsel (June 2003 until October 2004);
Staff Counsel (July 2000 until June 2003)

– Represented members of the South Carolina General Assembly and assisted with legislative matters pending before the House Judiciary Committee, the House Legislative Ethics Committee, and the Judicial Merit Selection Committee.

ADMISSIONS

South Carolina
District of Columbia
United States Supreme Court
U.S. Court of Appeals for the Fourth Circuit
U.S. Court of Appeals for the Federal Circuit
U.S. Court of Federal Claims
U.S. District Court for the District of South Carolina

OTHER

Richland Memorial Hospital Board of Trustees (2015 until present)
Alzheimer's Association – South Carolina Chapter,
Former Chair (2011-2014) and Former Board Member (2004-2014)
Leadership Columbia, Class of 2014
Certified South Carolina Circuit Court Mediator
Member, current Vestry Member, St. John's Episcopal Church

PUBLICATIONS

South Carolina Administrative Practice & Procedure
Professional and Occupational Licenses
(South Carolina Bar 2013 (3rd ed.))
– Co-authored a chapter on the regulation of professional and occupational licensees and the representation of clients before South Carolina Labor, Licensing, and Regulation boards charged with the regulation of professional and occupational practitioners.



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

Applicant must reside in Richland County.

Name: Sandra P. Sims

Home Address: 2017 Kathleen drive Cola, SC 29210

Telephone: (home) 803-798-1028 _____ (work) 803-318-8267 _____

Office Address: 710 Heidt Street Columbia South Carolina 29210 _____

Email Address: sandrasapinc@aol.com

Educational Background: 1983 USC Grad

Professional Background: Insurance 30 years _____

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

Name of Committee in which interested: Palmetto Richland Hospital Broad

Reason for interest: I have serve on the broad for4 year, I have 30 year of Ins experience and feel it bring value to the broad, I am committed to Richland county and helping the Hospital system be the best in out State.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Friendly, Honest, Loyalty with 30 years in insurance and medical services.

Presently serve on any County Committee, Board or Commission? yes _____

Any other information you wish to give? I think the time I have been on the broad will help me to continue to do the citizens in Richland County justice.

Recommended by Council Member(s): Joyce Dickerson

Hours willing to commit each month: 8-10hrs

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

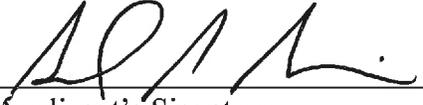
Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

10/5/16
Date

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

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

Applications are current for one year.

	Staff Use Only		
Date Received: <u>10-12-16</u>	Received by:		
Date Sent to Council: _____			
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file



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

312 3217

Applicant must reside in Richland County.

Name: Rosalyn Woodson Frierson

Home Address: 1320 Ashland Dr.

Telephone: (home) 803 609-4097 (work) 803 734-1802

Office Address: 1220 Senate St., Ste 200, Columbia, SC 29201

Email Address: rwfriers@yahoo.com

Educational Background: Juris Doctor, USC School of Law; BS Business Administration, USC

Professional Background: State Court Administrator, S.C. Judicial Department, member S.C. Bar

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Palmetto Health Richland Board of Trustees

Reason for interest: As a lifelong resident of Columbia and Richland County, I am committed to serving the Richland County community and in helping to protect the public interest as it relates to the health of individuals in our community.

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

My years of experience in the public sector and my 8 years of service on the RMH Board will aid me in understanding the delivery of healthcare and keeping the public interest at the forefront. Also, my organizational skills and ability to work well with others will be an asset.

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

Any other information you wish to give? I am not currently serving on the RMH Board after 2 consecutive terms. I have continued my interest in the RMH Board and have attended meetings during 2016. I am seeking a third and final term.

Recommended by Council Member(s): Gregory Pearce

Hours willing to commit each month: 5 hours or more

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No XX _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No XX _____

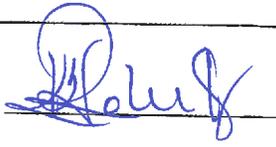
If so, describe: _____

Roy Woodrow Inman October 9, 2016
Applicant's Signature Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-10-16</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: C. Guy Castles, IV

Home Address: 5126 Hillside Ln 29206

Telephone: (home) 738-7987 (work) 799-9044

Office Address: 5126 Hillside Ln

Email Address: gcastles@sc.rr.com

Educational Background: USC BS '93 MUSC '88

Professional Background: Intern MUSC + Residency - Dandy Children Hosp '88-91

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

Name of Committee in which interested: Palmetto Health Richland Hospital Board

Reason for interest: See attached

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

See Attached

Presently serve on any County Committee, Board or Commission? YES - Palmetto Health - consultant

Any other information you wish to give? See Attached

Recommended by Council Member(s):

Hours willing to commit each month: 20 hours

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

[Signature]
Applicant's Signature

10/4/16
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-10-16</u>	Received by: <u><i>[Signature]</i></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

10/5/2016

Re: Application for Service on Richland County Committee

To Whom It May Concern:

I hope that this letter can serve to provide a more comprehensive answer in regards to the "Reason for Interest" and "Characteristics/Qualifications..." portion of the application.

While I have been a Board member for the last 4 years and a private practice pediatrician in Columbia, SC for the last 25 years, my experience and familiarity with healthcare in our state extends far beyond this timeframe. My father was the Chairman of the Board at Richland Memorial and a physician himself; this relationship undoubtedly cultivated my own desire aid and led in the development of local healthcare. My own business, Pediatric Associates, still regularly admits patients to the Children's Hospital at Richland Memorial. This hospital remains a significant an integral part of the RMH infrastructure.

Furthermore, and perhaps most importantly, I am currently the only physician elected to the Board. This uniqueness, I believe, is an instrumental resource in all levels of decision-making. For example, my history serving as the Chief of Pediatrics at Palmetto Health Baptist demonstrates a fundamental understanding of not only upper-level administration but also the minutiae of patient-doctor interaction within our own healthcare system. The voice that I currently bring to the Board contains this more complete perspective—one that can oversee projects on a first-hand basis and evaluate their efficacy from a patient-centered point of view.

Additionally, I would like to note my work as a private practice physician. My business's lack of affiliation with Palmetto Health allows me to act and vote for the benefit of the overall system without bias for my own organization. Despite this position, I still work closely in all three Columbia campuses and intimately understand their particular needs.

I have also attached by CV to further highlight various other distinctions that I believe would be an invaluable addition to the Board. If you have any other questions, please feel free to contact me at (803) 799-9044.

Sincerely,



C. Guy Castles III, MD FAAP

Curriculum Vitae
Charles Guy Castles, III, M.D.

Business: Pediatric Associates
14 Medical Park, Suite 410
Columbia, SC 29203
803-799-9044

Home Address:
5126 Hillside Lane
Columbia, SC 29206
803-738-3987

Personal: Born— November 19, 1961 in Columbia, SC
Married—Libby Lee Gantt on June 28, 1986
Six Children

Education: 1983| B.S. University of South Carolina
1988| M.D. Medical University of South Carolina
1989-'92| Post-Doctoral Training
Internship and Residency at the Medical University of South
Carolina, Children's Hospital

Licensure/
Certification: 1989| South Carolina Board of Medical Examiners
1984| American Board of Pediatrics
 Recertified in 2000, 2008
1995-Present| Fellow of the American Academy of Pediatrics

Hospital
Appointments: 1991-Present| Palmetto Health Richland
1984-Present| Palmetto Health Baptist
2009-Present| Lexington Medical Center

Other Professional
Appointments: 1992-1996| Vice Chairman of the Department of Pediatrics
 Baptist Medical Center
1997-1999| Chief of Department of Pediatrics
 Baptist Medical Center
1992-2004| Medical Director, Columbia YMCA

Clinical
Appointments: Professor of Pediatrics—Virginia College of Osteopathic Medicine
Associate Professor of Pediatrics—USC School of Medicine
Associate Professor of Pediatrics—MUSC
Private Teaching Service Attending—USC School of Medicine

Other Awards/
Appointments: 2010| Order of Silver Crescent by Governor Mark Sanford
2013-Present| Palmetto Health Richland Board of Trustees
Elder, Deacon, and Teacher at Centennial ARP Church
1993-Present| Medical Journal Club
Member of Columbia Medical Society
2015, 2016| Recipient of Distinction by The State Media Company
 Voted "State's Best" Pediatrician
2016| Member of Palmetto Health Argentarius Society

Other Awards,
Continued: 2006| USC Alumni Homecoming Award
2005-2009| Operation Committee Palmetto Health Richland
2009| Student Life USC Outstanding Alumni Advisor
1991-2013| Alumni Advisor at KA Order, USC
2001| Alumni Advisor of the Year, USC
2000, 2006| Wellspring Finalist, Physician of the Year

Publication: Clinical Satisfaction with Vaccination Visits and the Role of
Multiple Injections, January 2004. Clinical Pediatrics

MUSC: Member of the Committee for College of Medicine Alumni
Association
Interviewer for the Board of Admissions
2008-2013| Member of the MUSC Alumni Board
2013-2014| MUSC Board of Visitors