

**Special Called Meeting
December 08, 2015 - 6:00 PM
Council Chambers**

Call to Order

- 1 The Honorable Torrey Rush

Invocation

- 2 The Honorable Joyce Dickerson

Pledge of Allegiance

- 3 The Honorable Joyce Dickerson

Presentation

- 4 a. Outstanding Friend Acknowledgement

Approval of Minutes

- 5 Regular Session: December 1, 2015 [PAGES 8-24]

Adoption of Agenda

- 6

Report of the Attorney for Executive Session Items

- 7
 - a. Waterpark Contract(s)
 - b. Sheriff's Department - Potential Purchase of Property
 - c. Transportation Sales Tax Expenditures
 - d. Project RS

Citizen's Input

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

Report of the County Administrator

- 9
 - a. Annual Audit Presentation

Report of the Clerk of Council

- 10
 - a. REMINDER: Board, Commission, and Committee Appreciation Drop-In; January 14, 2016 - 4th Floor Conference Room
 - b. Benedict College's 29th Annual Black History Teleconference Funding Request

Report of the Chairman

- 11
 - a. Charters of Freedom - Site Recommendation [PAGES 25-39]
 - b. Personnel Matter

Open/Close Public Hearings

- 12
 - a. Palmetto Health JEDA Bond Issuance
 - b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial

Park jointly developed with Fairfield County to include certain additional real property located in Richland County; the execution and delivery of a First Amendment of that certain Credit Agreement between Richland County and CD/Park7 Columbia SC High Rise Owner LLC to include such additional property as part of the project site described therein; and other related matters

c. Authorizing the execution and delivery of a fee-in-lieu of tax agreement by and between Richland County and Project Oro whereby Richland County will enter into a fee-in-lieu of tax agreement with Project Oro and providing for payment by Project Oro of certain fees-in-lieu of ad valorem taxes; providing for the allocation of fees-in-lieu of taxes payable under the agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto

d. An Ordinance Authorizing the execution and delivery of an Infrastructure Credit Agreement by and between Richland County, South Carolina and Dominion Carolinas Gas Transmission, LLC with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and such company will receive certain infrastructure credits in respect of investment in related infrastructure; and other matters related thereto

Approval of Consent Items

- 13** 15-34MA
Tyson Reilly
RU to RS-E (202.56 Acres)
Heins Rd.
23500-05-03 [THIRD READING] [PAGES 40-41]
- 14** 15-37MA
Jonathan Yates
RU to GC (19.69 Acres)
4600 Hardscrabble Rd.
20300-03-03 & 04 [THIRD READING] [PAGES 42-43]
- 15** 15-39MA
Nelson Lindsay
RU to LI (26.6 Acres)
Baker Rd.
15100-03-02 & 03 [THIRD READING] [PAGES 44-45]
- 16** 15-42MA
David Brandes
RU to GC (8.52 Acres)
Piney Grove Rd. & Piney Woods Rd.

- 17** 15-44MA
Sean Heideman
OI to GC (1 Acre)
5209 Two Notch Rd.
14108-09-12 [THIRD READING] [PAGES 48-49]

Third Reading

- 18** Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain additional real property located in Richland County; the execution and delivery of a First Amendment to that certain Credit Agreement between Richland County and CD/Park7 Columbia SC High Rise Owner LLC to include such additional property as part of the project site described therein; and other related matters [PAGES 50-62]
- 19** An Ordinance Authorizing the execution and delivery of an Infrastructure Credit Agreement by and between Richland County, South Carolina and [Dominion Carolina Gas Transmission, LLC with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and such company will receive certain infrastructure credits in respect of investment in related infrastructure; and other matters related thereto [PAGES 63-80]
- 20** 15-35MA
Cynthia Weatherford
RS-HD to LI (1.27 Acres)
2610 Harlem St.
16204-08-01 [THIRD READING] [PAGES 81-82]

Second Reading Items

- 21** Authorizing the execution and delivery of a fee-in-lieu of tax agreement by and between Richland County and Project Oro whereby Richland County will enter into a fee-in-lieu of tax agreement with Project Oro and providing for payment by Project Oro of certain fees-in-lieu of ad valorem taxes; providing for the allocation of fees-in-lieu of taxes payable under the agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto [PAGES 83-127]
- 22** An Ordinance Amending the Fiscal Year 2015-2016 Court Appointed Special Advocates Training Grant Annual Budget to add two new CASA Case Worker positions [PAGES 128-135]

- 23 An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to prohibit the parking of motor vehicles in the front yard in certain Residential Zoning Districts [PAGES 136-140]
- 24 An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification [PAGES 141-143]

Report of the Development and Services Committee

- 25 Removal of Lien off of Property [PAGES 144-156]

Report of the Administration and Finance Committee

- 26 Consulting and Representation Services – Disaster Recovery RFP [PAGES 157-193]

Report of the Economic Development Committee

- 27
- a. Palmetto Health JEDA Bond Issuance [PAGES 194-199]
 - b. Waterpark Contract(s)
 - c. Project RS

Report of Rules and Appointments Committee

Notification of Vacancies

- 28
- a. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) - 1
 - b. Accommodations Tax Committee – 2 (One applicant must have a background in the Cultural Industry; other applicant must have a background in the Lodging Industry)
 - c. Hospitality Tax Committee – 3 (Two of the applicants must have a background in the Restaurant Industry; other position is at-large)

- d. Internal Audit - 1 (Applicant must be a CPA)
- e. Business Service Center - 1 (Applicant must be a CPA)
- f. Employee Grievance - 1

Report of the Dirt Road Ad Hoc Committee

- 29** a. Joster Street Dirt Road Paving, Sheltered Market SLBE Construction Contract [PAGES 200-209]

Report of the Transportation Ad Hoc Committee

- 30** a. Sidewalk Package S-1, Sheltered Market SLBE Construction Contract [PAGES 210-222]

Report of the Hospitality Tax Ad Hoc Committee

- 31** a. Destination Parks Funding Plan
 - 1. A Second Supplemental Ordinance providing for the issuance and sale of Richland County, South Carolina, Hospitality Tax Revenue Bonds, taxable series 2016, or such other appropriate series designation, in the principal amount of not exceeding \$20,000,000; delegating authority to the County Administrator to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto [FIRST READING] [PAGES 223-236]

Citizen's Input

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

Executive Session

Motion Period

- 33** a. Richland County Resolution recognizing January as Human Trafficking Prevention Month [DIXON and MANNING]

Adjournment



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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MINUTES

December 1, 2015
6:00 PM
County Council Chambers

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

CALL TO ORDER

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

INVOCATION

The Invocation was led by the Honorable Damon Jeter

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Damon Jeter

PRESENTATION OF RESOLUTION

Resolution Honoring the life and heroism of Forest Acres Police Officer Gregory Alia and to declare December 14th as Officer Gregory Alia day in Richland County [ROSE, JETER, MANNING and PEARCE] – Mr. Rose, Mr. Jeter, Mr. Manning, and Mr. Pearce presented a resolution and plaque to Ms. Alia, Officer Alia's family, the Forest Acres Police Chief, City of Columbia Police Chief and Major Cowan of the Richland County Sheriff's Department in honor of Officer Alia's life and heroism. In addition, Richland County declared December 14th as Officer Gregory Alia Day.

APPROVAL OF MINUTES

Regular Session: November 17, 2015 – Mr. Manning moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: November 24, 2015 – Mr. Pearce moved, seconded by Mr. Manning, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Rush requested a presentation by Carolina United be placed on the agenda under the Report of the Chairman.



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
Seth Rose
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Daniel Driggers
Warren Harley
Beverly Harris
Kimberly Roberts
Brandon Madden
Roxanne Ancheta
Michelle Onley
Michael King
Ismail Ozbek
Larry Smith
Rudy Curtis
Geo Price
Laura Renwick
Jeff Ruble
Amelia Linder
Kecia Lara
Quinton Epps
Chanda Cooper
Kevin Bronson
Nancy Stone-Collum
Tracy Hegler
Chad Fosnight
Dwight Hanna

Mr. Malinowski stated Item #35(b): Notification of Vacancies – Richland Memorial Hospital Board needs to be amended to state there are 2 vacancies.

Mr. Pearce moved, seconded by Ms. Dixon, to adopt the agenda as amended. 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. **Consultant Contract** – This item was deferred
- b. **Personnel Matter**
- c. **Magistrates, Authorization of Negotiation of Purchase Contract for 144 O’Neil Ct and 4913 North Main St properties**

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

Ms. Rachel Larratt, Mr. Vince Osbourne, Ms. Sabrina Todd and Ms. Lynn Higgins spoke regarding the flood recovery efforts.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Introduction of Employees** – Mr. McDonald introduced Mr. Kevin Bronson, Assistant County Administrator to Council

REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIRMAN

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

Carolina United – Mr. Bruce Cannon spoke regarding the flood recovery counseling that Carolina United offers.

OPEN/CLOSE PUBLIC HEARINGS

- **Ordinance to amend the agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Seibels Service Group, Inc.)** – No one signed up to speak.

- **An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$75,000 of Hospitality Fund Balance to provide funding for Famously Hot New Year –**
No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **15-34MA, Tyson Reilly, RU to RS-E (202.56 Acres), Heins Rd., 23500-05-03 [SECOND READING]**
- **15-37MA, Jonathan Yates, RU to GC (19.69 Acres), 4600 Hardscrabble Rd., 20300-03-03 & 04 [SECOND READING]**
- **15-39MA, Nelson Lindsay, RU to LI (26.6 Acres), Baker Rd., 15100-03-02 & 03 [SECOND READING]**
- **15-42MA, David Brandes, RU to GC (8.52 Acres), Piney Grove Rd. & Piney Woods Rd., 04913-04-01/02/33/11/14 [SECOND READING]**
- **15-44MA, Sean Heideman, OI to GC (1 Acre), 5209 Two Notch Rd., 14108-09-12 [SECOND READING]**
- **Council member Jackson's Motion Regarding Unauthorized Business**
- **Conservation Department – Hopkins Conservation Easement on Lower Richland Blvd.**
- **Solid Waste – Award of Contract for a Comprehensive Audit and RFID RetroFit of All County Garbage and Recycling Roll Carts**
- **Council-Administrator Form of Government Training: Council Rule Amendment; Disciplinary Policy for Employees [ACCEPT AS INFORMATION]**
- **Richland County Sheriff's Department Victims of Crime Act Special Solicitation Grant; Equipment Only; 20% match**

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

THIRD READING ITEMS

Ordinance to amend the agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Seibles Service Group, Inc.) – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$75,000 of Hospitality Fund Balance to provide funding for Famously Hot New Year – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item.

Mr. Malinowski stated there are inconsistencies and incorrect information regarding this item.

FOR

Dixon
Jackson
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

Malinowski
Rose
Pearce
Rush

The vote was in favor.

SECOND READING ITEMS

15-35MA, Cynthia Weatherford, RS-HD to LI (1.27 Acres), 2610 Harlem St., 16204-08-01 – Mr. McDonald stated at the November 24th Zoning Public Hearing the question was raised regarding the effect the widening of Shop Rd. would have on the placement of the additional building on this property. It was determined there would be no impact on the re-zoning.

Mr. Washington requested Planning staff to review the proposed buffering.

Mr. Washington moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

Authorizing the execution and delivery of a fee-in-lieu of tax agreement by and between Richland County and Project Oro whereby Richland County will enter into a fee-in-lieu of tax agreement with Project Oro and providing for payment by Project Oro of certain fees-in-lieu of ad valorem taxes; providing for the

allocation of fees-in-lieu of taxes payable under the agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto – Mr. Livingston moved, seconded by Ms. Dickerson, to defer this item until the December 8th Council meeting.

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

The vote in favor was unanimous.

An Ordinance Authorizing the execution and delivery of an Infrastructure Credit Agreement by and between Richland County, South Carolina and [Project VA] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and such company will receive certain infrastructure credits in respect of investment in related infrastructure; and other matters related thereto – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

FIRST READING

An Ordinance Amending the Fiscal Year 2015-2016 Court Appointed Special Advocates Training Grant Annual Budget to add two new CASA Case Worker positions – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski stated it was his understanding the item before Council it to approve two positions with a grant and forward the third positions to the FY16-17 budget process.

Mr. McDonald answered in the affirmative.

The vote in favor was unanimous.

REPORT OF THE DEVELOPMENT & SERVICES COMMITTEE

- a. **Removal of Lien off of Property** – Ms. Dixon stated the committee forwarded this item to Council without a recommendation.

Mr. Washington moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski stated this item is before Council due to a series of mistakes by two different parties. First, the property was purchased at a tax sale, but did not thoroughly research the matter. As a result the property they purchased has a lien on it. Secondly, the property was donated to a non-profit, which was accepted with the lien on the property. The lien does not impact the current owner, as stated in the ROA: "...there is no reason stated as to why the community organization desires to have the liens removed. As it stands, the organization is free to use the land in any way. The only time the County would collect the money, is if the organization tried to sell the land." Therefore, there is no reason to remove the lien. The organization can have and use the land. In the event the land is sold, the amount of the liens can be deducted from the sale price.

Ms. Dixon inquired if the organization would be barred from pursuing Federal funding without a clear title.

Mr. McDonald and Mr. Smith are not aware of the requirement. Staff will obtain an answer to Ms. Dixon's question.

Ms. Dixon made a substitute motion, seconded by Ms. Dickerson, to defer this item until the December 8th Council meeting.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

Jackson

The vote was in favor.

Mr. Washington requested the ROA for the property contiguous to this property.

REPORT OF THE ADMINISTRATION & FINANCE COMMITTEE

- a. **Decker Center Change Order #1** – Mr. Pearce stated the committee recommended approval of the change order in the amount of \$54,507.00.

Mr. Manning stated there is an overall contingency for the project, but there was not a specific contingency for the H. G. Reynolds contract; therefore, there may be further change orders in minor amounts.

Mr. Rush recommended Council and staff to be mindful of change orders.

Mr. Fosnight stated is a \$1 million contingency attached to the project.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider this item. The motion failed.

- b. **Magistrates, Authorization of Negotiation of Purchase Contract for 144 O'Neil Ct and 4913 North Main St properties** – Mr. Pearce stated the committee forwarded this item to Council without a recommendation.

Mr. McDonald stated Mr. Smith had indicated this item was appropriate for Executive Session. The background documentation for this item was forwarded to Council under separate cover due to the confidential information contained within the documentation. This item will be brought back to Council after the negotiations.

Mr. Malinowski inquired as to what type of negotiations are planned on being into.

Mr. McDonald stated the negotiations would be for the property and facility renovations.

Mr. Malinowski feels before the purchase of the property is negotiated staff should research the costs for renovations more thoroughly.

Mr. McDonald stated the costs of renovations would be a part of the negotiations. Unless an agreeable price for land and facility, then the negotiation would not be successful. This will be a design build process, which Council authorized previously in moving forward with the magistrate's offices.

Mr. Jeter moved, seconded by Mr. Jackson, to approve moving forward with negotiations.

Mr. Jeter inquired if the properties are a part of the original capital improvement plan.

Mr. McDonald stated the properties are a part of the original plan. Council decided several years ago to it would be best to get the magistrates out of leased space. A capital improvement program was set up at that time to issue \$1.6 million every other year as a part of the bond issuance.

Mr. Jackson stated out of the negotiations staff will know what is needed to move forward.

The vote in favor of moving forward with negotiations was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Transportation Penny Advisory Committee – 1** – Mr. Malinowski stated the committee recommended appointing Mr. Murray Coleman.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Washington
Manning
Jeter

AGAINST

Jackson
Dickerson

The vote was in favor.

- b. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – 2** – Mr. Malinowski stated the committee recommended re-appointing Mr. Roosevelt Garrick, Jr. and Mr. John Jacob Loveday.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

- c. **Richland Memorial Hospital Board - 2** – Mr. Malinowski stated this item was held in committee for additional interviews.
- d. **Airport Commission - 3** – Mr. Malinowski stated this item was held in committee for additional interviews.

Ms. Dickerson inquired about applicants applying for multiple committees.

Mr. Malinowski clarified that applicant can apply for multiple committees, but if appointed would only be allowed to serve on one committee.

II. NOTIFICATION OF VACANCIES

- a. **Music Festival Commission - 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- b. **Richland Memorial Hospital Board - 2** – Mr. Malinowski stated the committee recommended advertising for these vacancies. The vote in favor was unanimous.

III. ITEMS FOR ACTION

- a. **Terms of Service – Eligibility Requirements after Two Consecutive Terms** – Mr. Malinowski stated this item was held in committee for legal input.

REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE

- a. **An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to prohibit the parking of motor vehicles in the front yard in certain Residential Zoning Districts [FIRST READING]** – Ms. Dixon stated the committee recommended approval of this item.

Mr. Washington inquired what “certain Residential Zoning Districts” meant.

Mr. Price stated the ordinance would only apply to the Single Family, Single Family-Low Density, Single Family- Medium Density, and Single Family- High Density Districts. The ordinance does not apply to Rural or Multi-Family Districts.

Mr. Jackson stated when he was on the Planning Commission he expressed concern about the developers building narrow roads and the lots being so close to the road. When a family has 2 vehicles and no garage the citizens are made to park on the street or the front yard. Communities have covenants to address this issue and should not be governed by the County.

Ms. Dickerson stated she has been battling this matter for a long time. Fifty percent of her district says they do not want cars parked on the road and the other fifty percent say it is permissible. Most of the homes in her district have a minimum of 4 vehicles.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to deny this item.

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

The motion for denial failed.

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

The vote for approval was in favor.

- b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to decrease the maximum height of growth allowed [DENIAL] – Ms. Dixon stated the committee recommended denial of this item.**

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

Jackson

The vote was in favor of denial.

- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification [FIRST READING]** – Ms. Dixon stated the committee recommended approval of this item. The vote was in favor.
- d. Motion to name Courtroom 2b in the Judicial Center the Ada Harper James Courtroom [DENIAL]** – Ms. Dixon stated the committee recommended denial of this item.

Mr. Rose made a substitute motion, seconded by Mr. Livingston, to approve this item.

Mr. Malinowski stated if Council begins naming rooms in the various County buildings there are going to be an astronomical amount of different names on rooms. In addition, to begin a process of naming rooms because someone has been employed for a number of years in their position is not the proper way to go about it.

FOR

Rose
Jackson
Livingston
Dickerson
Washington
Jeter

AGAINST

Dixon
Malinowski
Pearce
Rush
Manning

The vote was in favor.

Mr. Rose moved, seconded by Mr. Livingston, to reconsider this item.

FOR

Dixon
Malinowski
Pearce
Rush

AGAINST

Rose
Jackson
Livingston
Dickerson
Washington
Jeter

The motion for reconsideration failed.

- e. An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to exclude naming of rooms [FIRST READING]** – Ms. Dixon stated the committee recommended approval of this item.

Mr. Jackson inquired if approving this item would contradict the previous item.

Mr. Smith stated what Council did on the previous motion is to approve the renaming of a room in a County building. The amendment to this ordinance would exclude the naming of rooms; therefore, once this ordinance received three readings Council would not be able to name a room in a County building.

Mr. Washington inquired if it is permissible to name buildings.

Mr. Smith responded in the affirmative.

Mr. Jackson stated it is his understanding if this ordinance is approved going forward Council will not be able to name rooms in County buildings. Therefore, only one person will have a room named after them, which is selfish to say we are going to do it for this person but no one else.

Mr. Washington made a substitute motion, seconded by Mr. Rose, to deny this item.

FOR

Rose
Jackson
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

Dixon
Malinowski
Pearce
Rush

The vote was in favor of the substitute motion.

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

FOR

Dixon
Malinowski
Pearce
Rush

AGAINST

Rose
Jackson
Livingston
Dickerson
Washington
Manning
Jeter

The motion for reconsideration failed.

REPORT OF THE OFFICE OF SMALL BUSINESS OPPORUNITY AD HOC COMMITTEE

- a. **Compliance Process to track all contracts for SLBE Participation** – This item was held in committee.
- b. **Consultant Contract** – This item was held in committee.

REPORT FROM THE 1,000 YEAR FLOOD DISASTER RECOVERY WORK SESSION

- a. **Approval to Develop Long Term Recovery Plan (Goal Completion = 60-90 days)**
- b. **Establish Long Term Flood Recovery Blue Ribbon Advisory Committee** – Staff will work with the Chair and Vice Chair to decide what groups should be represented on the committee.
- c. **Establish County Staff Work Group** – The Administrator will appoint members of staff to this committee to work with the Blue Ribbon Advisory Committee.
- d. **Develop Outreach Plan** – Reach out to the community over the next several months.
- e. **Conduct Un-Met Needs Analysis**
- f. **Communicate to State/Congressional Delegation**

Mr. McDonald stated this item refers back to the work session held last week. The Clerk's Office distributed the PowerPoint presentation presented at the work session. At the end of the meeting, there were a series of recommendations on how to move forward with the long-term recovery efforts over the next several months, and even years. None of the recommendations commits the County to anything other than to begin to develop a long range plan.

Mr. Jackson moved, seconded by Mr. Washington, to approve.

Mr. Washington stated 700 wells were tested and 304 were deemed contaminated. Of the 304 contaminated wells only 8 were decontaminated. What is the status of this?

Richland County Council
Regular Session
Tuesday, December 1, 2015
Page Fourteen

Mr. Jonathan Burgiel, Tetra Tech, stated of the 300 wells approximately 90-100 wells have been tested. They are now going through the process of going back to DHEC. For the ones direct contact has not been able to be made, their phone numbers are being obtained and a statement will go through the County's automated telephone system to them. In addition, a certified letter will be sent to those addresses. The hope is they will be able to reach the remaining outstanding homes that have not responded to onsite visits.

Mr. Washington requested a weekly report regarding the status of the contaminated wells, as well as, the status of the flooded homes. In addition, address the buyout program.

Mr. Pearce inquired about the timeframe for establishing the County Staff Work Group.

Mr. McDonald stated the members of the group have been identified. The group will consist of staff members who have been involved since before the flood event.

Mr. Pearce stated the first thing the County Staff Work Group needs to work on is the "Un-Met Needs Analysis" because that is the critical need is at present.

Mr. McDonald stated staff has begun to work on these needs on a short-term basis with Tetra Tech. The analyses will be extended to a longer period with the assistance of the consultant.

Mr. Pearce inquired if it is the intent for staff to make a recommendation to Council regarding the Blue Ribbon Advisory Committee.

Mr. McDonald stated his intent is to work with the Chair and Vice Chair to determine the makeup of the advisory committee (i.e. faith-based, nonprofits, sustainability and conservation groups).

Ms. Dixon inquired if the "Un-Met Needs Analysis" will cover all affected residents in Richland County.

Mr. McDonald stated the intent is to identify any resident who has sustained damage, indirectly or directly, through infrastructure and gain the full understanding of the damage sustained.

Ms. Dickerson stated she has heard from residents that have the funds to begin the repairing process, but are not able to do so because of the building permitting process. She feels this is one of the most important pieces that needs to be worked on.

Mr. Washington inquired if models of other Blue Ribbon Advisory Committees have been identified and what their makeup was.

Mr. McDonald stated staff has examples of similar groups/committees.

Mr. Harley stated the examples of the advisory committees staff has looked at would include faith-based, nonprofits, and "boots on the ground" organizations.

Mr. Washington inquired about the interaction of staff with the Federal delegation with regards to the needs of Richland County.

**Richland County Council
Regular Session
Tuesday, December 1, 2015
Page Fifteen**

Mr. Harley stated he could not speak directly to who has been spoken with. There have been some conversations between the Chair and the County's lobbyist in Washington with the delegation.

Mr. Washington requested staff to communicate with the Federal delegation on a regular basis to enable the delegation to fight for funding for flood relief.

Mr. Malinowski stated during Citizens' Input there were citizens that expressed concerns about rebuilding until they know what is going to happen long-term.

Ms. Dickerson stated there are also citizens that are holding out on the buyouts.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

OTHER ITEMS

A Resolution to appoint and commission James O. Ballentine, Marcus L. Glenn, and Rayford Brown as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County

- Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

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

Ms. Helen Taylor Bradley, Wendy Brawley, Laura Grant and Karen Irick spoke regarding the Lower Richland Sewer Project.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:44 p.m.
and came out at approximately 8:01 p.m.*

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

MOTION PERIOD

- a. **All organizations that use a fiscal agent to administer grant funded projects through the Hospitality Tax and/or Accommodations Tax grant programs can only do so for three fiscal years, after which they must have a 501(c)(3) tax exempt status to receive future Hospitality Tax and/or Accommodations Tax grant funds from the County [LIVINGSTON]** – Mr. Livingston withdrew this motion.
- b. **I move that Council develop an Ad Hoc Committee to facilitate the development of an after action report for the county emergency response during the 1,000 year flood [WASHINGTON and PEARCE]** – The Chair will appoint the members of the committee.

ADJOURNMENT

The meeting adjourned at approximately 8:04 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Richland County Council
Regular Session
Tuesday, December 1, 2015
Page Seventeen

Seth Rose

Kelvin E. Washington, Sr.

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

November 3, 2015

Richland County Council

Columbia, SC

Re: Richland County Charters of Freedom Monument

Letter of Intent

Vance and Mary Jo Patterson and Patterson Fan Company intend to gift a replica-sized Charters of Freedom monument as displayed in The Rotunda of the National Archives in Washington, D.C. to the people of Richland County, South Carolina. The Charters of Freedom three-part monument will consist of The Declaration of Independence, four pages of the United States of America Constitution, and the Bill of Rights, as displayed in The Rotunda.

Richland County intends to accept this gift on behalf of the citizens of Richland County. The Letter of Intent shall be construed subject to the attached License Agreement.

The Charters of Freedom monument is to be displayed in front of the County Administration Building located at 2020 Hampton Street, Columbia, South Carolina. This location was selected for its central location in the county, high visibility and foot traffic, and easy access by school children.

The Patterson's will pay for the excavation of the site, all construction materials, and the construction of the monument with an estimated cost and value of \$75,000. Richland County will be responsible for the site preparation, which only includes digging up a portion of the sidewalk in the License Area, and perpetual landscaping maintenance after the Monument is completed.

Once prints are approved, the contract has been signed by Richland County Council, and building permits have been granted, the construction will begin in about 8-10 weeks, weather permitting and allowing time for fabrication of the granite and other custom materials.

Targeted completion date is January 15, 2015.

Signed _____
Richland County Chairman

Date _____

LICENSE AGREEMENT

Whereas, Richland County (hereinafter referred to as County or Licensor) is receiving a gift from Vance and Mary Jo Patterson (hereinafter referred to as "Patterson" or "Licensee");

Recitals

A. County owns the real estate bounded by Hampton Street and Harden Street and designated as the County Administration Building located at 2020 Hampton Street, Columbia, South Carolina (herein "Property").

B. As shown by attached Exhibit A, the County has received an offer from Patterson to gift to the Richland County community a replica-sized Charters of Freedom monument as displayed in the Rotunda of the National Archives in Washington, D.C. (herein "monument").

C. The monument shall be similar to that gifted by Patterson to Burke County, North Carolina, as depicted in attached Exhibit B. The monument shall replicate only The Declaration of Independence, four pages of the United States Constitution and the [final 10-amendment] Bill of Rights.

D. Patterson will pay for the costs excavation of the site, all construction materials and the fabrication and construction of the monument and shipping to the site estimated to be \$75,000 and the County shall pay for the cost of site preparation which only includes digging up a portion of the sidewalk in the License Area and perpetual landscaping.

E. The exact site selected for the monument is depicted in Exhibit C and hereafter referred to as the "License Area." The License Area is subject to modification by agreement of the parties upon completion and approval of the construction plans and prints.

F. The County has conditionally accepted the monument by signing the letter of intent, subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed that upon the terms and conditions hereinafter set forth, Licensor hereby grants unto Licensee, and Licensee does hereby accept, permission to access the License Area under the terms and conditions set forth as follows:

The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.

I. TERMS AND PAYMENTS

A Plans and Prints

Following execution of this Agreement, Patterson shall submit to the County for review and approval detailed plans and prints for the monument and License Area. In the event the County does not approve the plans and prints as submitted (or modified at the County's request) this Agreement shall be null and void and the monument deemed as not accepted by the County.

B. Use of Licensed Premises

1. *General Uses.* Licensor for the term set forth herein and subject to the terms and conditions of this License, hereby grants to Licensee permission to access and use the License Area to prepare the site and install the monument. Licensee shall be responsible for costs and acquisition of all necessary licenses and permits. The Licensee is prohibited from using the License Area in any other manner unless it is approved by the Licensor in its sole discretion. It is specifically understood that the License Area is described in Exhibit C attached hereto.
2. *Alterations and Improvements.* Licensee, at Licensee's expense, may conduct the construction and installation of the monument in accordance with the plans and prints approved by County pursuant to Section IA above. Licensee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the License Area, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Licensee at the commencement of the License term or placed or installed on the License Area by Licensee thereafter, shall remain Licensee's property free and clear of any claim by Licensor. Licensee shall have the right to remove the same at any time during the term of this License provided that any damage to the License

Area caused by such removal shall be repaired by Licensee at Licensee's expense.

3. *Sublicense.* Licensee may sublicense portions of its work associated with the construction and installation of the monument upon Licensor's written consent which may be withheld for any or no reason. All terms and conditions of this License between Licensee and Licensor remain the sole responsibility of Licensee to ensure compliance with these conditions and cannot be assigned to a sub-licensee. Licensee also shall insure that any sub-licensee has the appropriate level of insurance as set forth in this License and signs a hold harmless and indemnity agreement with Licensor.
4. *Obstruction.* Licensee shall not interfere with any of the uses performed by the County and citizens in the area as the License area is where people are free to come and go to carry on personal and government business. The Licensor's decision regarding any dispute shall be final.
5. *Licensor Obligations.* County will be responsible for site preparation, which only includes digging up a portion of the sidewalk in the License Area, and landscaping following construction; location and rerouting of any utilities in the impacted area; and the design and installation of any signage the County may decide to erect.

C. **Term, Termination, and Ownership**

1. *Term.* This License shall be for a period commencing on the date of this Agreement (the "commencement date") and shall remain in force and effect until the construction and installation is completed and the County has delivered to Patterson a written notice of its acceptance of the completed monument. Following delivery of notice of its acceptance of the completed replica-sized Charts of Freedom monument by County to Patterson, County shall be the sole owner of the Monument, and the gift to the County shall be deemed completed.
2. *Termination for Convenience.* Licensor may terminate this License during the Term at its convenience by giving the Licensee fifteen (15) calendar days written notice. Licensor may terminate at its convenience without being subject to any costs incurred by the Licensee, liability or penalty. Licensee shall remove all personal property by the expiration of the fifteen (15) days.

D. **License Fee**

As the license fee for these uses, the Licensee is responsible for the costs specified in Recital D above.

II. **ACCESS**

Access. During the Term of this License, Licensee shall have a non-exclusive right to access the License Area for ingress and egress purposes.

III. INSURANCE AND INDEMNITY

During the Term of this License, the Licensee shall, at its sole expense, obtain and maintain the following commercial insurances:

1. Worker's compensation coverage at the statutory limits in compliance with applicable South Carolina laws, as well as employer's liability coverage with policy limits of \$1,000,000;
2. Commercial general liability insurance with minimum policy limits of \$1,000,000 and \$3,000,000 aggregate;
3. Automobile liability insurance for owned, hired, and non-owned commercial vehicles used in connection with this Agreement with minimum policy limit of \$1,000,000;
4. Licensee shall provide the County with certificates of insurance evidencing the above amounts. The certificate shall state the workers compensation coverage includes South Carolina.
5. All liability certificates shall name Richland County as an additional insured.
6. Each party agrees to, and will notify its insurers of the agreement prior to the start date, waive subrogation in favor of the other party, its officials, employees, agents, leased and temporary employees and volunteers.

Before commencing work and during the term of the License, the Licensee shall furnish the County with certificates of insurance on an approved form. The certificates shall provide that policies shall not be cancelled or changed until thirty (30) days written notice has been given to the County. All insurance shall be procured from reputable insurers authorized to do business in South Carolina.

Licensee shall not be obligated to maintain property insurance on its furnishing, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind and description of Licensee and of persons claiming by, through or under Licensee which may be on the Licensed Premises, shall be at the sole risk and hazard of Licensee and no part of loss or damage to such property from whatever cause shall be charged to, or borne by, County.

IV. INDEMNITY AND HOLD HARMLESS

Licensors shall not be liable for any loss, damage, injury or expense of any kind or nature to any person or property, directly or indirectly, arising from or in connection with the access to or entry upon the License Area by Licensee, its agents, contractors, subcontractors or other representatives. Licensee agrees to indemnify and hold harmless

Licensor and all of their respective officers, agents, directors, shareholders, representatives, consultants, and contractors from any liability, claim, demand, action, cause of action, suit, loss, damage, injury, expense, cost, settlement or judgment of any kind or nature directly or indirectly rising from the intentional, reckless or negligent acts or omissions of Licensee, its agents, contractors, subcontractors or other representatives arising out of or in any way related to this Agreement. The provisions of this paragraph shall survive the termination of this License.

V. INDEPENDENT CONTRACTOR

In all matters relating to or concerning this License, Licensee, its agents, contractors, subcontractors and other representatives are, and shall act as, independent parties acting within their own means and on their own behalf. Licensee, its agents, contractors, subcontractors and other representatives, respectively, are not agents, servants, employees or otherwise representative of either Licensor or any other user of the License Area, nor shall any of Licensee, its agents, contractors, subcontractors or other representatives represent themselves to have any such relationship with Licensor or any other user of the License Area. Nothing contained in this License shall be construed to establish a joint venture or partnership between Licensor or any other user of the License Area and Licensee, its agents, contractors, subcontractors or other representatives.

VI. GENERAL MATTERS

1. *Assignment and Sublicensing.* Licensee shall not transfer or assign all or any interest in this License, except as provided in Section I(B)(3) above.
2. *Taxes and Assessments.* Licensee shall pay any taxes, assessments, charges, fees or licenses attributable to its use of the License Area.
3. *Mechanic's Liens.* Licensee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Property by reason or work, labor, services, of materials requested and supplies claimed to have been requested by Licensee; and if such lien shall at any time be so filed, within fifteen (15) days after notice of the filing thereof, Licensee shall cause it to be cancelled and discharged of record. In the event Licensee does not cause such lien to be cancelled and discharged of record, Licensor may terminate this License and proceed in accordance with applicable law.
4. *Fixtures and Removal.* Licensor covenants that all personal property and equipment placed upon the License Area by Licensee during the Term hereof is owned by Licensee and shall be removed by Licensee, at Licensee's expense. Licensee shall restore the Property and License Area to its condition as of the commencement date of the License within ten (10) days after the expiration of the License. Any personal property remaining on the License Area after ten (10) days shall become property of the Licensor and the Licensor may assess the costs of removing said property to Licensee.

5. *Notice.* The parties hereby acknowledge that all written notices relative to this License shall be served upon the parties in writing and shall be deemed properly served only when delivered by one of the following methods: hand delivered, overnight courier, or posted by certified United States mail, return receipt requested, addressed to the party to whom directed at the following addresses or at such other addresses as may be from time to time designated in writing:

All notices provided for in this License shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, facsimile transmission or overnight deliver addressed:

To Licensor: Richland County Administration
2020 Hampton St. Rm 4058
Columbia, SC 29202

To Licensee: Foundation Forward
Attn: Vance and Mary Jo Patterson
134 South Sterling Street
Morganton, NC 28655

Any party hereto may from time to time, by notices herein provided, designate a different address to which notices to it shall be sent.

6. *Governing Law.* This License shall be governed by the laws of the State of South Carolina.
7. *Claims or Disputes.* Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall equally share the mediator's fee. The venue of any suits filed for claims, disputes and/or other matters not resolved by mediation shall be Richland County, South Carolina.
8. *Severability.* Should any provision or provisions contained in this License be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
9. *Entirety.* This License contains the entire agreement of the parties and may not be modified, except by an instrument in writing and signed by both parties. This License supersedes and cancels all prior negotiations between the parties as to the subject matter hereof, and any changes shall be in writing by the party affected by such change.

10. *Compliance.* Licensee agrees its use of the License Area during the term of this License shall be done in compliance with all federal, state and local laws.

Licensee:

Vance Patterson

Dated:_____

Mary Jo Patterson

Dated:_____

Licensor:

Richland County Council Chairman

Dated:_____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me, _____
and _____, who voluntarily acknowledge the due execution of
the foregoing instrument.

Affiant's printed name

Affiant's signature

Affiant's printed name

Affiant's signature

Subscribed to and sworn to before me this ____ day of _____, 20__

Notary Public for South Carolina

My Commission expires _____, 20__

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me, _____,
who voluntarily acknowledge the due execution of the foregoing instrument.

Affiant's printed name

Affiant's signature

Subscribed to and sworn to before me this ____ day of _____, 20__

Notary Public for South Carolina
My Commission expires _____, 20__

EXHIBIT A [Letter of
Intent]

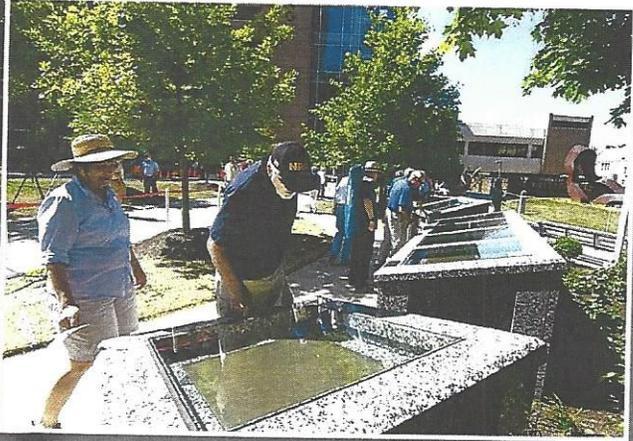
EXHIBIT B [Depiction of
Monument]

EXHIBIT C [Description of
License Area]

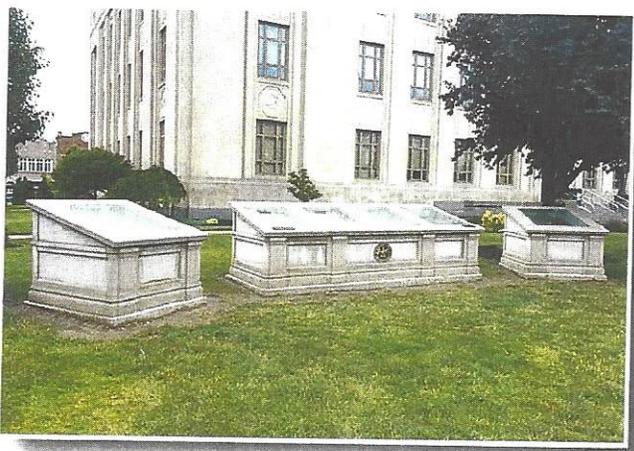
SECURE YOUR CHARTERS OF FREEDOM IN YOUR COMMUNITY

Set them in stone:

GRANITE



Burke County - Morganton, NC • Buncombe County - Asheville, NC • Cherokee County - Murphy, NC



LIMESTONE

Howard County - Kokomo, IN • Morgan County - Jacksonville, IL

REQUIRES NO (NOR WILL ACCEPT ANY) FEDERAL, STATE, OR LOCAL GOVERNMENT FUNDING.

FOUNDATION FORWARD, INC. WILL ASSIST YOU WITH PLANS AND
FUNDING SO YOU CAN BUILD YOUR CHARTERS OF FREEDOM MONUMENT
IN YOUR COMMUNITY.

Foundation Forward will:

1. Approach the County Commissioners and city of The County Seat to propose the project and work toward approval. Letters of Intent will be exchanged and the project will begin. Set up a Matching Fund and promote it through media, organizations, and word of mouth.
2. Fund raising meetings and events will be organized. All funds raised will go toward the building of the local monument first, and then to support other efforts. Foundation Forward will match the funds raised locally if needed to begin construction.
3. Hire a local contractor to do the foundation work according to the prints supplied by Foundation's architect.
4. Contract with the suppliers to provide the rock work, bronze documents, glazing, bronze plaques, vault, time capsule, and all installation work. This will be a turn-key job by Foundation Forward.

Your community will:

1. Be responsible for site work: moving sprinkler lines, tree and shrub removal, power line relocation, grading, etc.
2. Be responsible for landscaping: grass, gravel, benches, sidewalks, etc.

"AND, WHY DO I WANT A CHARTERS OF FREEDOM MONUMENT IN MY COMMUNITY?"

1. **Education** - Teachers can take their classes on field trips to the monuments and learn about the Founding Fathers, the founding of our country along, and your state and local history.
2. **Celebration** - The monument will become the focal point of many celebrations, bringing activities to the area.
3. **Build My Community** - As part of the attractions in the area, the monument will become a destination for many travelers in the area.
4. **Direct Link to Founding Fathers** - By helping to preserve the documents our Founding Fathers gave this country, you will have a direct link to their efforts to establish a government to serve the people.
5. **Giving Back** - Providing a Charters of Freedom Monument is an opportunity to give in a unique way that will last hundreds of years. It will be a gift that will be used now and by future generations.
6. **Legacy** - Your Charters of Freedom Monument will be a gift, from you and your associates to the citizens of your community. Your great grandchildren will take their grandchildren to the monuments and show what their ancestors did for the community and country.
7. **Your Own Reasons** -

Richland County Council Request of Action

Subject:

15-34MA

Tyson Reilly

RU to RS-E (202.56 Acres)

Heins Rd.

23500-05-03 [THIRD READING]

FIRST READING: November 24, 2015

SECOND READING: December 1, 2015

THIRD READING:

PUBLIC HEARING: November 24, 2015

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED HEREIN AS TMS # 23500-05-03 FROM RU (RURAL DISTRICT) TO RS-E (RESIDENTIAL, SINGLE-FAMILY – ESTATE 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 a TMS # 23500-05-03 from RU (Rural District) zoning to RS-E (Residential, Single-Family – Estate District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-37MA

Jonathan Yates

RU to GC (19.69 Acres)

4600 Hardscrabble Rd.

20300-03-03 & 04 [THIRD READING]

FIRST READING: November 24, 2015

SECOND READING: December 1, 2015

THIRD READING:

PUBLIC HEARING: November 24, 2015

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 20300-03-03 & 04 FROM RU (RURAL DISTRICT) TO GC (GENERAL 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 properties described as TMS # 20300-03-03 & 04 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-39MA

Nelson Lindsay

RU to LI (26.6 Acres)

Baker Rd.

15100-03-02 & 03 [THIRD READING]

FIRST READING: November 24, 2015

SECOND READING: December 1, 2015

THIRD READING:

PUBLIC HEARING: November 24, 2015

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 15100-03-02 & 03 FROM RU (RURAL DISTRICT) TO LI (LIGHT INDUSTRIAL 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 properties described as TMS # 15100-03-02 & 03 from RU (Rural District) zoning to LI (Light Industrial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-42MA

David Brandes

RU to GC (8.52 Acres)

Piney Grove Rd. & Piney Woods Rd.

04913-04-01/02/03/11/14 [THIRD READING]

FIRST READING: November 24, 2015

SECOND READING: December 1, 2015

THIRD READING:

PUBLIC HEARING: November 24, 2015

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 04913-04-01/02/03/11/14 FROM RU (RURAL DISTRICT) TO GC (GENERAL 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 properties described as TMS # 04913-04-01/02/03/11/14 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-44MA

Sean Heideman

OI to GC (1 Acre)

5209 Two Notch Rd.

14108-09-12 [THIRD READING]

FIRST READING: November 24, 2015

SECOND READING: December 1, 2015

THIRD READING:

PUBLIC HEARING: November 24, 2015

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 14108-09-12 FROM OI (OFFICE AND INSTITUTIONAL DISTRICT) TO GC (GENERAL 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 # 14108-09-12 from OI (Office and Institutional District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
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 additional real property located in Richland County; the execution and delivery of a First Amendment to that certain Credit Agreement between Richland County and CD/Park7 Columbia SC High Rise Owner LLC to include such additional property as part of the project site described therein; and other related matters

FIRST READING: November 17, 2015

SECOND READING: November 3, 2015

THIRD READING: December 8, 2015 {Tentative}

PUBLIC HEARING: December 8, 2015

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 ADDITIONAL REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THAT CERTAIN CREDIT AGREEMENT BETWEEN RICHLAND COUNTY AND CD/PARK7 COLUMBIA SC HIGH RISE OWNER LLC TO INCLUDE SUCH ADDITIONAL PROPERTY AS PART OF THE PROJECT SITE DESCRIBED THEREIN; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, in order to induce an investment by CD/Park7 Columbia SC High Rise Owner LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”), of at least \$40,000,000 through the Company’s establishment of a student housing facility on a site (the “Site”) in the County (collectively, the “Facility”), and pursuant to the Act and the County’s Ordinance No. 005-14HR, the County authorized (i) an expansion of Park boundaries to include the Site and the execution and delivery of an amendment to the Park Agreement in accordance therewith and (ii) a Credit against the

Company's Fee Payments on the Facility and the execution and delivery of that certain Credit Agreement dated as of March 14, 2014 between the County and the Company in accordance therewith (the "Credit "Agreement"); and

WHEREAS, the Site is more particularly described on Exhibit A to the Credit Agreement; and

WHEREAS, at the Company's request, the County desires to approve (i) an amendment to Exhibit A to the Credit Agreement so as to include certain additional property as part of the Site, as set forth in greater detail in the First Amendment to Credit Agreement between the County and the Company (the "First Amendment"), the form of which First Amendment is attached as Schedule 1 hereto, which additional property is more particularly described and identified as Parcel 4 in the First Amendment (the "Additional Property"), and (ii) an expansion of the boundaries of the Park and an amendment to the Park Agreement to reflect such addition; and

WHEREAS, it appears that the First Amendment now before this meeting is in appropriate form and is an appropriate instruments to be executed and delivered by the County for the purposes intended.

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

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

Section 2. Approval of Amendment of Credit Agreement to Include Additional Property; Authorization to Execute First Amendment. There is hereby authorized an amendment to Exhibit A to the Credit Agreement so as to include the Additional Property as part of the Site. The form and terms of such amendment as set forth in the First Amendment that is before this meeting are approved and all of the First Amendment's terms and conditions are incorporated in this Ordinance by reference as if the First Amendment was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the First Amendment, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and do not materially affect the obligation and rights of the County under the First Amendment, and the Clerk to County Council is authorized and directed to attest the First Amendment.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: October 20, 2015
Second Reading: November 3, 2015
Public Hearing: December 8, 2015
Third Reading: December 8, 2015

SCHEDULE 1

FORM OF FIRST AMENDMENT

(See attached.)

**FIRST AMENDMENT TO
CREDIT AGREEMENT**

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

CD/PARK7 COLUMBIA SC HIGH RISE OWNER LLC

Dated as of _____, 2015

This Amendment pertains to that certain Credit Agreement dated as of March 18, 2014 between Richland County, South Carolina and CD/Park7 Columbia SC High Rise Owner LLC.

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (the “First Amendment”), dated as of _____, 2015, 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 **CD/PARK7 COLUMBIA SC HIGH RISE OWNER LLC**, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”).

WITNESSETH:

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

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

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

WHEREAS, in order to induce an investment by the Company of at least \$40,000,000 through the Company’s establishment of a student housing facility on a site (the “Site”) in the County (the “Facility”), and pursuant to the Act and the County’s Ordinance No. 005-14HR, the County authorized (i) an expansion of Park boundaries to include the Site and the execution and delivery of an amendment to the Park Agreement in accordance therewith and (ii) a Credit against the Company’s Fee Payments on the Facility and the execution and delivery of that certain Credit Agreement dated as of March 14, 2014 between the County and the Company in accordance therewith (the “Credit Agreement”); and

WHEREAS, the Site is more particularly described on Exhibit A to the Credit Agreement; and

WHEREAS, at the Company's request, the County has approved an amendment to Exhibit A to the Credit Agreement so as to include additional property as part of the Site, as set forth in greater detail in this Amendment; and

WHEREAS, pursuant to the County's Ordinance No. ___ enacted on _____, 2015, the County approved the foregoing actions to be taken, and authorized the execution and delivery of this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

Section 2. Amendment of Credit Agreement. Exhibit A of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

EXHIBIT A
DESCRIPTION OF SITE

Parcel 1

All that certain piece, parcel, or tract of land, together with the improvements thereon, situate, lying and being on the Western side of Assembly Street between Senate and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as 1011 Assembly Street and 1013 Pendleton Street on a plat prepared for Bessie Bernstein and Jane Gibbes Edens by William Wingfield, Registered Surveyor, dated October 25, 1957, revised January 3, 1958 and later revised February 24, 1959, and having the following metes and bounds: commencing at a point on said Assembly Street Two Hundred Nine and 75/100 (209.75') feet North of the Northeast corner of Pendleton Street and Assembly Street and running along said Assembly Street South 18 degrees 50 minutes East for a distance of One Hundred Forty (140') feet; thence turning and running South 70 degrees 59 minutes West for a distance of Two Hundred Eight and 25/100 (208.25') feet; and being bounded on the South along said line by property now of Leventis; thence turning and running South 19 degrees no minutes East for distance of Sixty-nine and 75/100 (69.75') feet; thence turning and running along Pendleton Street South 71 degrees seven (7) minutes West for a distance of One Hundred Twelve and 64/100 (112.64') feet; thence turning and running North 18 degrees 52 minutes West for a distance of Twenty-nine (29') feet, and being bounded on the West along said line by property of Rivkin; thence turning and running South 71 degrees 7 minutes West for a distance of Ninety-six (96') feet to Park Street and being bounded on the South along said line by property of Rivkin; thence turning and running North 18 degrees 52 minutes West for a distance of One Hundred Seventy-nine and Eight-tenths (179.8') feet along said Park Street; thence turning and running North 70 degrees 56 minutes East for a distance of Four Hundred Sixteen and Nine-tenths (416.9') feet to the point of commencement, be all measurements a little more or

less and being bounded on the North along said line by property of Bookman, Caughman and Sebastian, all of which is shown on said plat.

TMS # 08916-09-08

Property Address 1011 Assembly Street, Columbia, SC 29201

Parcel 2

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being the northeastern corner of the intersection of Park (formerly Gates) and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, measuring 96 feet on its northern and southern sides and 29 feet on its eastern and western sides, and bounded on the north and on the east by property formerly of Mimnaugh and others, now owned by Edens, Bernstein, et al; on the south by Pendleton Street; and on the west by Park Street (formerly Gates).

TMS# 08916-09-09

Property Address: 1000 Park Street, Columbia, SC 29201

Parcel 3

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the east side of the 1000 block of Park Street (formerly Gates) in the City of Columbia, County of Richland, State of South Carolina, commencing at a point on the east side of said 1000 block of Park Street where said lot adjoining the property on the south thereof owned by Edens, Bernstein, et. al. and running back therefrom in an easterly direction for a distance of one hundred (100') feet along said property, thence turning and running in a northerly direction for distance of twenty-seven (27') feet along property formerly of Logan, thence turning and running in a westerly direction for a distance of sixty (60') feet, thence turning and running in in a southerly direction for a distance of eight (8') feet five (5'') inches, thence turning and running in a westerly direction for a distance of forty (40') feet to a point along said eastern side of Park Street, thence running along said eastern side of Park Street in a southerly direction for distance of eighteen (18') feet seven (7'') inches to the point of commencement.

TMS# 08916-09-10

Property Address: 1016 Park Street, Columbia, SC 29201

Parcel 4

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being at the northwestern corner of the intersections of Assembly and Pendleton Streets, in the City of Columbia, County of Richland, State of South Carolina, said lot fronting on Assembly Street 69.9 feet and running back therefrom in parallel lines 83 feet, more or less, to a fence now dividing this lot from land of Zelick Lifchez and Bernard Lifchez, said premises being generally designated as No. 1003 Assembly Street, bounded on the north by lot now or formerly of M. E. Hearne, on the east by Assembly Street, on the south by Pendleton Street, and on the west by land of Lifchez, this being the same property conveyed to the grantor herein by J. D. Mathias and V. B. Hook by deed dated May 7, 1952, and recorded in Deed Book 92 at page 261 in this office of the Clerk of the Court for Richland County; ALSO

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being on the northern side of Pendleton Street, between Assembly and Gates Streets, being designated as Nos. 1017, 1019, 1021 and 1023 Pendleton Street, in the City of Columbia, County of Richland, State of South Carolina, said lot measuring on its northern and southern sides one hundred twenty-eight feet and three inches (128'3"), more or less, and on its eastern and western sides sixty-nine feet and nine inches (69'9"), more or less, and being bounded as follows, to-wit; on the north by property now or formerly of the heirs of Nathan Lifchez; on the east by property of J. D. Mathias and V. B. Hook; on the south by Pendleton Street, whereon it fronts, and on the west by property now or formerly of J. L. Mimnaugh; being a part of the property conveyed to Nathan Lifchez by Realty Company of Columbia by deed dated March 13, 1913 and recorded in the office of the Clerk of Court for Richland County in Deed Book "RH" at page 26, the said Nathan Lifchez having devised same to Bernard Lifchez and Zelick I. Lifchez by his Last Will and Testament, as will more fully appear by reference being had to Box 248, Package 8625, in the office of the Judge of Probate for Richland County, as grandchildren of Nathan Lifchez, deceased, the said Zelick I. Lifchez having been re-referred to in said Will as "Selig" Lifchez; and being the premises heretofore conveyed to the grantor herein by Bernard Lifchez and Zelick I. Lifchez by deed dated August 31, 1952, and recorded in Deed Book 98 at page 298 in the office of the Clerk of Court for Richland County.

TMS# _____
Property Address: _____, Columbia, SC 29201

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Credit Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The Credit Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 5. Severability. In the event that any clause or provision of this First Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 6. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Execution page to follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Credit Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman, Richland County Council

[SEAL]

ATTEST:

By: _____
Clerk to Richland County Council

CD/PARK7 COLUMBIA SC HIGH RISE OWNER LLC

By: _____
Name: _____
Title: _____

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the execution and delivery of an Infrastructure Credit Agreement by and between Richland County, South Carolina and [Dominion Carolina Gas Transmission, LLC with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and such company will receive certain infrastructure credits in respect of investment in related infrastructure; and other matters related thereto

FIRST READING: November 17, 2015

SECOND READING: December 1, 2015

THIRD READING: December 8, 2015 {Tentative}

PUBLIC HEARING: December 8, 2015

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

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND DOMINION CAROLINAS GAS TRANSMISSION, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND SUCH COMPANY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.

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 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, Dominion Carolinas Gas Transmission, LLC (“Company”) has agreed to rehabilitate and renovate a facility within the County (“Project”) on property more particularly described on Exhibit A (“Property”), resulting in capital investments in taxable real property at the Project of approximately \$10.9 million, in addition to the \$2.4 million cost to acquire the Property;

WHEREAS, the Company anticipates employing at least 70 full-time employees at the Project, which are new jobs located in the County;

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.* Subject to the terms and conditions of the Agreement, there 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 to Council, Richland County Council

First Reading: November 17, 2015
Second Reading: December 1, 2015
Public Hearing:
Third Reading:

EXHIBIT A
PROPERTY DESCRIPTION

Beginning at the intersection of Lensford Road and Greystone Boulevard and running along the Southern Right-of-Way of Lensford Road for a distance of 121.7 feet plus or minus to a railroad spike; thence turning and running South 26 degrees 57 minutes 00 seconds West along property now or formerly Riverland Development for a distance of 194.40 feet to a railroad spike; this being the point of beginning; thence turning, and running along property now or formerly of NationsBank, N.A.; for the following bearings and distance: South 24 degrees 03 minutes 01 second West for a distance of 435.60 feet to a nail and cap; thence South 29 degrees 25 minutes 20 seconds West for a distance of 76.50 feet to a nail and cap; thence South 42 degrees 31 minutes 06 seconds West for a distance of 76.50 feet to a nail and cap; thence South 45 degrees 13 minutes West for a distance of 31.77 feet to a nail and cap; thence turning and running North 89 degrees 42 minutes 00 seconds West along property now or formerly Riverland Development Corporation for a distance of 750.00 feet to a 1-1/4 inch top; thence turning and running along property now or formerly Riverland Development Corporation for the following bearings and distances: North 07 degrees 08 minutes 24 seconds West for a distance of 70.86 feet to a one inch pipe; thence North 11 degrees 50 minutes 56 seconds West for a distance of 121.22 feet to a 3/4 inch pipe; thence North 13 degrees 11 minutes 15 seconds West for a distance of 51.17 feet to a 3/4 inch pipe; thence North 11 degrees 49 minutes 55 seconds West for a distance of 70.55 feet to a one inch square bolt; thence North 12 degrees 20 minutes 50 seconds West for a distance of 244.42 feet to a 1 inch pinch top; thence turning and running South 89 degrees 37 minutes 22 seconds East along property now or formerly C&B Enterprises for a distance of 1151.70 feet to a railroad spike, the point of Beginning.

EXHIBIT B

**FORM OF
AGREEMENT**

INFRASTRUCTURE CREDIT AGREEMENT

by

RICHLAND COUNTY, SOUTH CAROLINA

and

DOMINION CAROLINA GAS TRANSMISSION, LLC

Effective as of: [DATE]

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“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 DOMINION CAROLINA GAS TRANSMISSION, LLC, a South Carolina Limited Liability Company (“Company”), together with the County, which constitute the “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 coterminous 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”); and

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 manufacturing or commercial facility in order to enhance the economic development of the County (“Infrastructure”); and

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; and

WHEREAS, the Company has agreed to renovate, expand, equip, and maintain a commercial facility to serve as its headquarters at the address of 121 Moore Hopkins Lane, Columbia, SC 29210, within the County (“Project”) on property more particularly described on Exhibit A (“Property”). The Company will make capital investments in taxable property at the Project of at least \$10.9 million, in addition to the \$2.4 million cost to acquire the Property; and

WHEREAS, the Company intends to employ at least 70 full-time employees at the Project, which are new jobs located in the County; and

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 10 years against in amount equal to thirty-five (35%) percent of the Company’s annual 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, and that this Agreement meets a public purpose.

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

(a) The Company is a South Carolina limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to 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 and Jobs Commitment, each as defined below, at the Project.

ARTICLE II INFRASTRUCTURE CREDITS

SECTION 2.01. Investment Commitment. The Company shall invest at least \$10.9 million in new taxable property at the Project (“Investment Commitment”) and employ at least 70 full-time employees at the Project (“Jobs Commitment”) by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment and Jobs Commitment by no later than July 31, 2016 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment and Jobs Commitment. If the Company fails to achieve and certify the Investment Commitment and 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 2.02. Infrastructure Credits.

(a) Commencing with the first Fee Payment due on the Project, which is expected to be January 1, 2016, and ending with the Fee Payment due 9 years following the first Fee Payment, which is expected to be January 1, 2025, (“Credit Term”), the County shall provide an annual Infrastructure Credit of 35% against the Company’s annual Fee Payments with respect to the Project.

(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 2.02(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) Notwithstanding any other provision of this Agreement, if the Company ceases operations (a “Cessation of Operations”), then the County’s obligation to provide the Infrastructure Credits ends, and the County may terminate this Agreement. For purposes of this Agreement, a Cessation of Operation means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions relating to clawbacks in Section 2.03 also apply if the County terminates Agreement in accordance with this subsection prior to the Certification Date notwithstanding the Company’s achievement of the Infrastructure Commitment and Jobs Commitment.

(d) 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.

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

Section 2.03 Clawback

(a) If the Company fails to achieve the Infrastructure Commitment and Jobs Commitment by the Certification Date, the Company shall repay a pro rata portion of the Infrastructure Credits received. The pro rata portion of the Infrastructure Credit the Company shall repay to the County pursuant to this Section is calculated as follows:

Repayment Amount = Total Infrastructure Credit Received x Clawback Factor

Clawback Factor = 1 – [Investment Achievement Percentage + Jobs Achievement Percentage]

Investment Achievement Percentage = [Actual Investment/\$10,900,000] ÷ 2

Jobs Achievement Percentage = [Actual Jobs/70] ÷ 2

provided, however, the numerator used for the Actual Investment and Actual Jobs may not be greater than the respective denominator.

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits and had invested \$5,000,000 and created 65 jobs by the Certification Date, then the Repayment Amount is \$31,000 calculated as follows:

Jobs Achievement Percentage = [65/70] ÷ 2 = 0.46

Investment Achievement Percentage = [\$5,000,000/\$10,900,000] ÷ 2 = 0.23

Clawback Factor = 1 - 0.69 = 0.31

Repayment Amount = \$100,000 x 0.31 = \$31,000

(b) Any amount owing pursuant to Section 2.03 shall be paid within 30 days of the Certification Date, and any such amount shall be subject to the minimum amount of interest that South Carolina law may require in the case of an underpayment of any taxes.

SECTION 2.04. Allocation of Credit

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

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

SECTION 2.05. 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 real and personal property comprising the Project.

SECTION 2.06 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 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, acknowledges and understands 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. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

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

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

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

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

SECTION 4.07. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street
Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)

Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

(b) if to the Company:

Keith Windle
General Manager
Dominion Carolina Gas Transmission, LLC
Post Office Box 11539
Columbia, SC 29211-1539
Phone: 803-726-3715

with a copy to:

McGuireWoods, LLP
Attn: The Honorable Jim Hodges
1301 Gervais Street
Suite 1050
Columbia, SC 29201
Phone: 803-251-2300
Fax: 803-251-2315

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 \$7500.

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. This Agreement terminates on the expiration of the Term.

*[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, Dominion Carolina Gas Transmission, LLC, has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

Dominion Carolina Gas Transmission, LLC

By: _____

Name: _____

Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

Beginning at the intersection of Lensford Road and Greystone Boulevard and running along the Southern Right-of-Way of Lensford Road for a distance of 121.7 feet plus or minus to a railroad spike; thence turning and running South 26 degrees 57 minutes 00 seconds West along property now or formerly Riverland Development for a distance of 194.40 feet to a railroad spike; this being the point of beginning; thence turning, and running along property now or formerly of NationsBank, N.A.; for the following bearings and distance: South 24 degrees 03 minutes 01 second West for a distance of 435.60 feet to a nail and cap; thence South 29 degrees 25 minutes 20 seconds West for a distance of 76.50 feet to a nail and cap; thence South 42 degrees 31 minutes 06 seconds West for a distance of 76.50 feet to a nail and cap; thence South 45 degrees 13 minutes West for a distance of 31.77 feet to a nail and cap; thence turning and running North 89 degrees 42 minutes 00 seconds West along property now or formerly Riverland Development Corporation for a distance of 750.00 feet to a 1-1/4 inch top; thence turning and running along property now or formerly Riverland Development Corporation for the following bearings and distances: North 07 degrees 08 minutes 24 seconds West for a distance of 70.86 feet to a one inch pipe; thence North 11 degrees 50 minutes 56 seconds West for a distance of 121.22 feet to a 3/4 inch pipe; thence North 13 degrees 11 minutes 15 seconds West for a distance of 51.17 feet to a 3/4 inch pipe; thence North 11 degrees 49 minutes 55 seconds West for a distance of 70.55 feet to a one inch square bolt; thence North 12 degrees 20 minutes 50 seconds West for a distance of 244.42 feet to a 1 inch pinch top; thence turning and running South 89 degrees 37 minutes 22 seconds East along property now or formerly C&B Enterprises for a distance of 1151.70 feet to a railroad spike, the point of Beginning.

Richland County Council Request of Action

Subject:

15-35MA
Cynthia Weatherford
RS-HD to LI (1.27 Acres)
2610 Harlem St.
16204-08-01 [THIRD READING]

FIRST READING: November 24, 2015
SECOND READING: December 1, 2015
THIRD READING:
PUBLIC HEARING: November 24, 2015

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 16204-08-01 FROM RS-HD (RESIDENTIAL, SINGLE-FAMILY – HIGH DENSITY DISTRICT) TO LI (LIGHT INDUSTRIAL 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 # 16204-08-01 from RS-HD (Residential, Single-Family – High Density District) zoning to LI (Light Industrial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of tax agreement by and between Richland County and Project Oro whereby Richland County will enter into a fee-in-lieu of tax agreement with Project Oro and providing for payment by Project Oro of certain fees-in-lieu of ad valorem taxes; providing for the allocation of fees-in-lieu of taxes payable under the agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto

FIRST READING: November 3, 2015

SECOND READING: December 8, 2015 {TENTATIVE}

THIRD READING:

PUBLIC HEARING: December 8, 2015

ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND PROJECT ORO WHEREBY RICHLAND COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH PROJECT ORO AND PROVIDING FOR PAYMENT BY PROJECT ORO OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Project Oro (the “Company”) has requested Richland County, South Carolina (the “County”) to enter into a Fee-in-Lieu of Tax Agreement with the Company, because the Company has expressed its plans to the County to make a potential capital investment in the County and to hire full time employees in the County;

WHEREAS, as a result of the Company’s plans to undergo the project, the Company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and between the County and the Company dated as of _____, 2015 in order to encompass the terms of the project;

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) for a project qualifying under the FILOT Act; and

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “the MCIP Act”) to provide for payments-in-lieu of taxes (“FILOT Payments”) with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their FILOT Payments (including Negotiated FILOT Payments) to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of a commercial enterprise in order to enhance the economic development of Richland County (“Infrastructure Improvements”); and to create and maintain, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors and facilitate the grant of special source or infrastructure improvement credits; and

WHEREAS, the Company plans to develop a facility in the County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the “Negotiated FILOT Project”) which the Company has represented will likely consist, should its plans move forward, of a capital investment of at least \$400,000,000; and

WHEREAS, the Negotiated FILOT Project is located entirely within the County and the County intends to include the Negotiated FILOT Project in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

WHEREAS, the Company has requested certain economic development incentives (the “Incentives”) as set forth herein, and the County desires to offer the Incentives for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project; and

WHEREAS, based on information provided by and representations of the Company, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives;

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Negotiated FILOT Project is identified as a “project” as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will continue to serve the purposes of the FILOT Act;
- (c) The investment by the Company in the Negotiated FILOT Project is anticipated to be at least \$400,000,000 to be invested within ten (10) years from the end of the

property tax year in which the Company and the County execute the FILOT Agreement (as defined herein); provided, however, that in the event the Company invests \$600,000,000 within the ten (10) year period, the investment period shall automatically extend by three (3) years as provided in the FILOT Act;

- (d) the Negotiated FILOT Project will be located entirely within the County;
- (e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Negotiated FILOT Project is designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 4% assessment ratio and a millage of rate of 544.6 mills, all as more fully set forth in the Fee-in-Lieu of Tax Agreement by and between the County and the Company (the “FILOT Agreement”).

Section 4. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits (“SSRCs”) under the Special Source Act as set forth in the FILOT Agreement:

Section 5. Execution of the Fee Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the

form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the the officials of the County executing the same after receipt of advice from counsel to the County, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Inclusion of Project In MCIP. The County authorizes the expansion of the boundaries of I-77 Corridor Regional Industrial Park jointly developed with Fairfield County, South Carolina (the “Park”), pursuant to the Multi-County Park Act and the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 between the County and Fairfield County (the “Park Agreement”) and an amendment to the Park Agreement to include the Negotiated FILOT Project in the Park. The Park boundaries and an amendment to the Park Agreement to include the Property in the Park. The Chair 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 an approving ordinance by Fairfield County Council. The County will distribute FILOT Payments received from the Negotiated FILOT Project in accordance with the Park Agreement.

Section 7. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[Signature Page to Follow]

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush
Chair, Richland County Council
Richland County, South Carolina

ATTEST:

Monique McDaniels, Clerk to Council, Richland County Council
Richland County, South Carolina

First Reading: November 3, 2015
Second Reading: December 8, 2015
Public Hearing: December 8, 2015
Third Reading:

Draft 12/04/15

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT ORO

Dated as of _____, 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	3
Section 1.01 Definitions.....	4
Section 1.02 References to Agreement.....	8
ARTICLE II REPRESENTATIONS AND WARRANTIES	9
Section 2.01 Representations and Warranties by the County	9
Section 2.02 Representations and Warranties by the Company	9
ARTICLE III CERTAIN UNDERTAKINGS OF THE COUNTY	11
Section 3.01 Agreement to Accept FILOT Payments	11
Section 3.02 Special Source Credits	11
Section 3.03 Related Undertakings.....	12
ARTICLE IV INVESTMENT BY THE COMPANY IN PROJECT AND SPECIAL SOURCE IMPROVEMENTS; MAINTENANCE AND MODIFICATION.....	13
Section 4.01 Acquisition and Development of Project.....	13
Section 4.02 Maintenance of Project	13
Section 4.03 Modification of Project.....	13
Section 4.04 Funding for Special Source Improvements.....	14
ARTICLE V FILOT PAYMENTS.....	15
Section 5.01 FILOT Payments.....	15
ARTICLE VI PAYMENT OF EXPENSES BY COMPANY	19
Section 6.01 Payment of Administration Expenses.....	19
Section 6.02 Indemnification	19
Section 6.03 Defaulted Payments	19
ARTICLE VII PARTICULAR COVENANTS AND AGREEMENTS	21
Section 7.01 Use of Project for Lawful Activities.....	21
Section 7.02 Maintenance of Existence	21
Section 7.03 Records and Reports	21
ARTICLE VIII CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES	23
Section 8.01 Conveyance of Liens and Interests: Assignment.....	23
Section 8.02 Sponsors and Sponsor Affiliates.....	23
ARTICLE IX TERM; TERMINATION	25

Section 9.01	Term.....	25
Section 9.02	Termination.....	25
ARTICLE X EVENTS OF DEFAULT AND REMEDIES		26
Section 10.01	Events of Default by the Company.....	26
Section 10.02	Remedies on Event of Default by the Company.....	26
Section 10.03	Application of Monies upon Enforcement of Remedies against Company.....	27
Section 10.04	Default by the County.....	27
ARTICLE XI MISCELLANEOUS		28
Section 11.01	Rights and Remedies Cumulative.....	28
Section 11.02	Successors and Assigns.....	28
Section 11.03	Notices; Demands; Requests.....	28
Section 11.04	Applicable Law	29
Section 11.05	Entire Understanding	29
Section 11.06	Severability	29
Section 11.07	Headings and Table of Contents: References	29
Section 11.08	Multiple Counterparts	29
Section 11.09	Amendments	29
Section 11.10	Waiver.....	30
Section 11.11	Further Proceedings	30
Section 11.12	Limited Obligation of the County with Respect to Project.....	30
EXHIBIT A	Legal Description	A-1
EXHIBIT B-1	Annual Special Source Credit Certification	B-1-1
EXHIBIT B-2	Aggregate Investment Certification	B-2-1

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”), dated as of _____, 2015 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 PROJECT ORO, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”);

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the “Code”), particularly Title 12, Chapter 44 thereof (the “FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof; the “Special Source Act”) (collectively, the “Act”), and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of ad valorem tax (“FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for qualifying expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company plans a significant investment within the jurisdiction of the County through the acquisition of certain land and the construction, equipping and furnishing of certain facilities to be used primarily for commercial services (the “Project”), and the Company anticipates that, should its plans proceed as expected, it will invest a minimum of \$400,000,000 in conjunction with the Project and within the County; and

WHEREAS, such projected investment will qualify the Project as an enhanced investment or “super-fee” under the FILOT Act (an “Enhanced Investment”), which entitles the Company to an extended minimum investment period of eight (8) years (the “Statutory Investment Period”) to reach the applicable minimum investment, if any, under Section 12-44-30(7) of the FILOT Act, plus the possibility of an additional five (5) years beyond the Statutory Investment Period to complete the Project on application and approval by the County Council

WHEREAS, the County has agreed to an additional two (2) years beyond the Statutory Investment Period for a ten (10) year investment period (the “Investment Period”), which shall be further extended an additional three (3) years to thirteen (13) years should the Company invest \$600,000,000 within the investment period (the “Extended Investment Period”).

WHEREAS, pursuant to Ordinance No. [] enacted on [], 2015 (the “Ordinance”), the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Company, and ratified all prior actions taken with respect to the Project pursuant to the Ordinance; and

WHEREAS, County Council has determined that it is in the best interests of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the premises; the potential jobs and investment to be created by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

[Article I follows on next page]

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01 Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(13) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act, except as expressly provided in paragraph (b) below, to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company's noncompliance that are within the County's control.

(b) Recapitulation.

1. Legal name of each initial party to this Agreement:
Project Oro, a Delaware limited liability company, and Richland County, South Carolina
2. County and street address of the project and property to be subject to this Agreement:

[to be updated]
3. Minimum investment agreed upon:
\$400,000,000
4. Length and term of this Agreement:
30 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement:
4%
6. Millage rate applicable for each year of this Agreement:
Every year of the term: 544.6 mills, which is the rate in effect as of June 30, 20[].
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement:
Waived by the County and the Company
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities:
Waived by the County and the Company

9. Statements
 - (a) The Project is to be located in a multi-county park;
 - (b) Disposal of property, subject to Payments-in-Lieu-of-Taxes is allowed;
 - (c) For the term of this Agreement, Special Source Credits shall be given to the Economic Development Property in an amount equal to 40% (to reward the Company's anticipated \$400,000,000 capital investment within the Statutory Investment Period). Such Special Source Credits shall increase to 50% if/when the Company invests \$500,000,000, and such Special Source Credits shall increase to 60% if/when the Company invests \$600,000,000.
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this Recapitulation. Waived by the County and the Company
11. Description of the effect upon the schedules required by items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8) Waived by the County and the Company
12. Which party or parties to this Agreement are responsible for updating any information contained in this Recapitulation: The Company and the County, as applicable

Section 1.02 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” shall mean, collectively, the FILOT Act, the Multi-County Park Act and the Special Source Act, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys’ fees (which shall not exceed \$7,500); provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the

maximum amount thereof or as to the basis for which such expenses will be incurred and that the County shall have furnished to the Company an invoice or itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Co-Investor*” shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Corporate Affiliate of the Company, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising apart of the Project, any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 8.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. The Company has not identified any Sponsor, Sponsor Affiliate or other Co-Investor as of the date of execution and delivery of this Agreement.

“*Company*” shall mean Project Oro, a Delaware limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 7.02** or **8.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Corporate Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder, or owner of the Company.

“*County*” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, excluding specifically any Non-Qualifying Property,

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 10.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of the Company during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Code.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof

“*FILOT Payments*” or “*FILOT Revenues*” shall mean the payments to be made by the Company pursuant to **Section 5.01** hereof.

“*Investment Period*” shall mean the period for completion of the Project, which shall be ten (10) years. If the Company has invested at least \$600,000,000 by the end of the Investment Period, the Investment Period shall be extended an additional three (3) years, for a total of 13 years (the “Extended Investment Period”).

“*Land*” shall mean the land upon which the Project would be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Investment Requirement*” shall mean investment in the Project within the County by any one of the Company or any Sponsor or Sponsor Affiliate of not less than \$400,000,000 prior to the end of the Statutory Investment Period.

“*Multi-County Park*” shall mean the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County, South Carolina pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“*Multi-County Park Agreement*” shall mean that certain Master Agreement Governing the 1-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended, supplemented, or replaced from time to time.

“*Multi-County Park Fee*” shall mean the fees payable by the County to Fairfield County, South Carolina, or any successor thereto under the Multi-County Park Agreement.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT Payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Economic Development Property which qualifies pursuant to the FILOT Act for the assessment ratio and negotiated millage rate described in **Section 5.01(b)(i)** hereof.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 4.03(a)(ii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof

“*Project*” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements constructed thereon; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iii) any Replacement Property; provided, however, that, except as to the Land and any Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service by the end of the Investment Period, and the term Project shall be deemed to exclude any Existing Property or other Non-Qualifying Property.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, i.e., the period ending on December 31 of each year.

“*Released Property*” shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to Section 4.03 hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced,

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any Released Property, but only to the extent that such

property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Code.

“*Special Source Act*” shall mean Section 4-1-175 of the Code, as amended through the date hereof.

“*Special Source Credits*” shall mean the credits described in **Section 3.02** hereof.

“*Special Source Improvements*” shall mean any qualifying infrastructure defined under Section 4-29-68 of the Code, as amended through the date hereof, and shall be deemed to include initially, for purposes of this Agreement, the Land, the buildings, fixtures and other real property improvements on the Land and any additions or improvements to any of the foregoing, whether paid for by the Company or any Co-Investor directly or through lease payments.

“*Sponsor*” and “*Sponsor Affiliate*” shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to Section 8.03 hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the statutory investment requirements are met.

“*State*” shall mean the State of South Carolina.

“*Statutory Investment Period*” shall mean the period commencing on the date of the first expenditures with respect to the Project and ending eight (8) years after the end of the Property Tax Year in which the initial phase of the Project is placed in service, all as specified in Section 12-44-30(13) of the Code. For illustrative purposes, if the initial phase of the Project should be placed in service in the Property Tax Year ending on December 31, 2008, the end of the Statutory Investment Period would be December 31, 2016.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 9.01** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03 References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

[End of **Article I**]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement, the Negotiated FILOT Payments and Special Source Credit arrangements as set forth herein, the inclusion of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor any existing law or the provisions of the Constitution of the State.

(d) No actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any South Carolina court or before any South Carolina governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 of each year, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) If the Company elects to go forward with the Project, the Company and/or one or more Corporate Affiliates will operate the Project primarily for the purpose of commercial services and be entitled to all the rights and benefits provided hereunder.

(c) The agreements with the County with respect to the FILOT, the Special Source Credits, and the Multi-County Park were factors in inducing the Company to consider locating the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

[End of **Article II**]

ARTICLE III

CERTAIN UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated. The County makes no warranty, either express or implied, as to the title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

Section 3.02 Special Source Credits.

(a) As reimbursement for the Company's investment in Special Source Improvements pursuant to **Section 4.04** hereof, the County agrees that the Company shall be entitled to claim annual Special Source Credits in amounts equal to 40% against its Negotiated FILOT Payment. Such Special Source Credits shall increase to 50% if/when the Company invests \$500,000,000, and such Special Source Credits shall increase to 60% if/when the Company invests \$600,000,000, all in accordance with the Special Source Act. In no event shall the aggregate amount of the Special Source Credits exceed the amount heretofore or hereafter expended by the Company or any Co-Investor with respect to Special Source Improvements relating to the Property. The Company shall claim such Special Source Credits by filing with the County Administrator and the County Auditor, at the time it makes its FILOT Payment, an Annual Special Source Credit Certification (substantially in the form of **Exhibit B-1** hereto) showing the amount of aggregate investment in the Project and Special Source Improvements and the calculation of the Special Source Credits. The amount of such Special Source Credit, after confirmation by the County and the County's agreement therewith, shall be deducted by the County from its annual FILOT bill.

(b) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY, IF ANY, HEREUNDER WITH RESPECT TO THE PROJECT.

(c) If investment in the Project does not aggregate \$400,000,000 or more by the end of the Statutory Investment Period, the County reserves the right to adjust the Special Source Credits in a pro rata manner (adjusting proportionately the Special Source Credits in accordance with the amount by which the Company failed to meet the aggregate anticipated \$400,000,000 capital investment, by the end of the Statutory Investment Period). The County may exercise such option to adjust the Special Source Credits at any time following the date that is the earliest of (i) the date the Company files with the County Administrator and the County Auditor, an Annual Aggregate Investment Certification (substantially in the form of **Exhibit B-2** hereto) stating whether the aggregate investment in the Project has or has not reached, or is not anticipated to reach,

\$400,000,000 by the end of the Statutory Investment Period, or (ii) the final day of the Statutory Investment Period. The Company shall file such Annual Aggregate Investment Certification at such time it files its Annual Special Source Credit Certificate. Such Annual Aggregate Investment Certification and Annual Special Source Credit Certificate shall be sent by way of regular mail delivery to the County Administrator and the County Auditor.

Section 3.03 Related Undertakings.

(a) The County will designate the Project as part of a Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period and which facilitate the Special Source Credit arrangements set forth herein. The County will be responsible for payment of the Multi-County Park Fee in accordance with the terms of the Multi-County Park Agreement.

(b) The County hereby agrees to use its best efforts to pursue and assist the Company in pursuing the maximum amount of grant funds possible for construction of infrastructure which is reasonably required in connection with the Project, without any commitment, whatsoever, on the part of the County that any such grant funds will be available. Further, the County shall render customary assistance to the Company in obtaining necessary permits required for the Project.

[End of **Article III**]

ARTICLE IV

INVESTMENT BY THE COMPANY IN PROJECT AND SPECIAL SOURCE IMPROVEMENTS; MAINTENANCE AND MODIFICATION

Section 4.01 Acquisition and Development of Project.

(a) The Company agrees that in order to fully qualify for the benefits of this Agreement it must acquire and/or develop, or cause to be acquired and/or be developed, the Project, as the same shall be determined from time to time by the Company in its sole discretion, and to expend or cause to be expended upon the Cost of the Project not less than \$400,000,000 or to the end of the Investment Period; provided, however, that the benefits provided to the Company under this Agreement shall be subject to adjustment or termination as provided in **Sections 3.02** and **5.01** hereof if the aggregate investment in the Project does not reach the levels specified therein. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including, to the full extent permitted by the FILOT Act, the Minimum Investment Requirement. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Company and any Co-Investor pertaining to the Project and filed with respect to each Property Tax Year during the Investment Period.

(c) The Company and/or its designated Co-Investor shall retain title to the Project throughout the Term of this Agreement, and the Company and any such Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transaction as the Company deems suitable, without the need to obtain any prior or subsequent approval or consent of the County.

Section 4.02 Maintenance of Project. During the Term of this Agreement, and subject to the Company's rights under **Section 4.03** hereof, the Company at its own expense will keep and maintain the Project in good operating condition.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exist hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may during the Investment Period, at its own expense, add all such real and personal property as the Company in its discretion deems useful or desirable to the Economic Development Property qualifying for the Negotiated FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 8.01** hereof with respect to Economic Development Property, in any instance where the Company, in its discretion, determines that any items included in the Project, including any Economic Development Property and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes.

(b) If the Company sells, leases, or otherwise disposes of any portion of, the Land to a third party that is not a Co-Investor, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement. If the Company adds any real property to the Land, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(c) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

(d) No release of Project Property affected under the provisions of this Agreement shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payment as specified in **Section 5.01**.

Section 4.04 Funding for Special Source Improvements. Company hereby agrees to provide funding for the Special Source Improvements related to the acquisition and construction of the Project.

[End of **Article IV**]

ARTICLE V

FILOT PAYMENTS

Section 5.01 FILOT Payments.

(a) In accordance with the Act, the parties hereby agree that, during the Term hereof, there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. If the Company designates any Sponsor or Sponsor Affiliates pursuant to **Section 8.03** hereof, the Company must notify the County in writing at the time of such designation as to whether the Company or the Sponsor or Sponsor Affiliate shall be primarily liable for the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments and other obligations due hereunder.

(b) The Company elects to calculate the Negotiated FILOT Payments in accordance with Section 12-44-50(A)(1)(b)(i) of the Code, and, subject to adjustment pursuant to paragraph (j) below for failure to meet or maintain the Minimum Investment Requirement and to adjustment pursuant to the other provisions of this **Section 5.01**, in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property, the annual Negotiated FILOT Payments shall be payable for a consecutive period of up to 30 years. Accordingly, if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a consecutive period of 30 years, up to an aggregate of 40 years or, if the Investment Period is extended to the Extended Investment Period, up to an aggregate of 43 years.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 4%; (2) a millage rate of 544.6, which is the millage rate applicable in the County as of June 30, 20[] for the particular taxing district in which the Land is located, fixed for the entire term of this Agreement; and (3) the fair market value of such Economic Development Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original book basis for any real property without regard to depreciation or reassessment and the original book basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence) as determined by the Department of Revenue.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to ad valorem taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT, the Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 4.03(a)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the value of the Project or such portion thereof;

(iii) to increase such payments in the event the Company adds any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company elects to convert any portion of the Economic Development Property from the Negotiated FILOT to *ad valorem* taxes, as permitted by **Section 4.03(a)(iii)**.

(d) Upon the Company's installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. More than one piece of property can replace a single piece of property. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the thirty-year period applicable to the Released Property.

(e) In the event that, for any reason, the FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances ad valorem taxes and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from ad valorem taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay ad valorem taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as ad valorem taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f) If the Company fails to invest at least \$400,000,000 in the Project within the Statutory Investment Period but invests at least \$100,000,000 in the Project within five years from the end of the property tax year in which this Agreement is executed, the Negotiated FILOT shall be adjusted such that it is calculated for all succeeding tax years based on a 6% assessment ratio. With respect to all tax years for which the Company has paid a Negotiated FILOT calculated using a 4% assessment ratio, the Company shall pay to the County, within 30 days of receipt of written notice requesting payment, the difference between the FILOT Payments theretofore actually paid and the FILOT Payments that would have been paid based on a six percent (6%) assessment ratio, with such difference being subject to interest as provided in Section 12-54-25(D) of the Code, and the Statutory Investment Period shall be revised to seven (7) years (reflecting the new five (5) year Statutory Investment Period plus an additional two (2) year extension (for a total of seven (7) years), which is expressly granted hereby by the County.

(g) In the event that the Company's investment in the Project reaches the Minimum Investment Requirement but, based on original book basis without regard to depreciation falls below the Minimum Investment Requirement, the Company shall make FILOT payments for the Project based on a 6% assessment ratio prospectively for the remainder of the term of this Agreement.

(h) In accordance with the provisions of **Sections 4.01(b)** and **8.03** hereof except for Existing Property, the fair market value of all property utilized by the

Company at the Project site, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(i) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the Company of notice that there has been a final determination by the County that such a Deficiency Payment or other retroactive payment is due.

[End of **Article V**]

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01 Payment of Administration Expenses. Within thirty (30) days after receipt of an invoice, the Company will pay the County's attorneys' fees incurred to date in an amount not to exceed \$7,500. Thereafter, the Company will reimburse the County from time to time for its Administration Expenses, including attorneys' fees, promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside, from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 6.02 Indemnification.

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in this Agreement, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Fee Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

Section 6.03 Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees

to pay the same with interest thereon at the rate per annum provided by the Code for late payment of ad valorem taxes together with any penalties provided by the Code for late payment of ad valorem taxes, all as provided in Section 12-44-90 of the Code.

[End of **Article VI**]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose authorized pursuant to the Act.

Section 7.02 Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property (except, in either case, where the resulting, surviving, or transferee entity is the Company or an Corporate Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby consents). The resulting, surviving or transferee entity, if not the Company, shall, within sixty (60) days following any such merger, consolidation or transfer, provide the County with written notification of such event together with a copy of the written instrument by which such resulting, surviving, or transferee entity has assumed the rights and obligations of the Company under this Agreement. The Company acknowledges that, except as permitted herein, transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 7.03 Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which are placed in service in each Property Tax Year during the Investment Period, the amount of investment in the Project and in Special Source Improvements, and its computations of all Negotiated FILOT Payments and Special Source Credits and to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the code for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following;

(a) Each year during the Term hereof, the Company shall deliver to the County Administrator, County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Administrator, County Auditor and the County Assessor of the County and of any county which is a party to the Multi County Park Agreement and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the

information therein is no longer accurate. Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

[End of **Article VII**]

ARTICLE VIII

CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES

Section 8.01 Conveyance of Liens and Interests: Assignment. The Company may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any of its Corporate Affiliates or operates such assets for the Company or any of its Corporate Affiliates or is leasing such Economic Development Property in question from the Company or any of its Corporate Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to a Corporate Affiliate of the Company, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall first obtain the written consent of the County; (ii) except where a financing entity which is the income tax owner of all or part of the Economic Development Property, is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or where the County consents in writing or where the transfer relates to Released Property pursuant to **Section 4.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent that the transferee or financing entity shall become obligated to pay make Negotiated FILOT Payments hereunder, the transferee shall assume the then current basis of the Company (or other income tax owner) in the Economic Development Property transferred; (iv) the Company, transferee or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 8.02 Sponsors and Sponsor Affiliates. The County hereby authorizes the Company to designate from time to time Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Corporate Affiliates of the Company or other Persons described in **Section 8.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Sections 12-44-

30(18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Investment Requirement at the Project prior to the end of the Statutory Investment Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under Section 5.01 hereof in accordance with Section 12-44-30(18) of the Code, The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate so designated within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Code.

[End of **Article VIII**]

ARTICLE IX

TERM; TERMINATION

Section 9.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 9.02 Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to ad valorem taxes from the date of termination. If the Agreement is terminated, the Project shall be subject retroactively to ad valorem taxes as provided in **Section 5.01** hereof and any amounts due to the County as a result thereof shall be due and payable as provided in **Section 5.01** hereof. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for such retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to ad valorem taxes and the County's rights owing hereunder at the time of such termination shall survive any such termination.

[End of **Article IX**]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default by the Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within 30 days following receipt of written notice of such default from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default; or

(c) a cessation of operations at the Project.

The Company’s failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 3.03, 4.01 and 5.01** hereof.

Section 10.02 Remedies on Event of Default by the Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than 60 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 7.03** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the Company’s FILOT Payment obligations hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments.

Section 10.03 Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; and third, to pay the Negotiated FILOT in accordance with **Section 5.01** hereof.

Section 10.04 Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

[End of **Article X**]

ARTICLE XI

MISCELLANEOUS

Section 11.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 11.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to Section 8.03 hereof and their respective successors and assigns as permitted hereunder.

Section 11.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

- (a) As to the County:

Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Attn.: County Administrator

- (b) with a copy (which shall not constitute notice) to:

Ray E. Jones, Esquire
Parker Poe Adams & Bernstein LLP
Post Office Box 1509
Columbia, South Carolina 29202-1509
Phone: 803-253-8917
Fax: 803-255-8017
Email: rayjones@parkerpoe.com

Larry Smith, Esquire
County Attorney
Richland County
2020 Hampton Street

Columbia, South Carolina 29204

(c) As to the Company:

Project Oro
[to be updated]

(d) with a copy (which shall not constitute notice) to:

Stephanie Yarbrough
Womble Carlyle Sandridge & Rice, PLLC
5 Exchange Street
Charleston, South Carolina 29401
Phone: 843-720-4621
Fax: 843-723-7398
Email: syarbrough@wcsr.com

Section 11.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 11.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 11.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 11.07 Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 11.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11.09 Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 11.10 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 11.11 Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County Administrator and/or County Auditor without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 11.12 Limited Obligation of the County with Respect to Project. THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

[End of **Article XI**]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

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

[SEAL]

By: _____
Monique McDaniels, Clerk to County Council
Richland County, South Carolina

Date: _____, 2015

PROJECT ORO

By: _____
Name: _____
Its: _____

Date: _____, 2015

EXHIBIT A
LEGAL DESCRIPTION

[to be updated]

EXHIBIT A-1

EXHIBIT B-1

ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2015 (the "Agreement") between Project Oro (the "Company") and Richland County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with Section 3.02 of the Agreement, the undersigned authorized signatory of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which the Company and any Co-Investors must have invested an aggregate of at least \$400,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[___].

2. [Insert either (a) or (b)(i)(ii) or (iii) below, as applicable:

(a) The Statutory Investment Period has not yet elapsed. To date, the Company and all Co-Investors have invested in the aggregate \$ _____ (without regard to depreciation) in the Project, and the Company anticipates that investment in the Project will aggregate at least \$400,000,000 prior to the end of the Statutory Investment Period.

or

(b)

(i) The Company and all Co-Investors invested in the aggregate not less than \$400,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period; or

(ii) The Company and all Co-Investors invested in the aggregate not less than \$500,000,000 (without regard to depreciation) in the Project; or

(iii) The Company and all Co-Investors invested in the aggregate not less than \$600,000,000 (without regard to depreciation) in the Project.]

3. The Company is entitled to claim Special Source Credits against its annual FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the FILOT payment due on January 15, 200[___].

4. The Company and all Co-Investors have to date expended in the aggregate (without regard to depreciation) not less than \$ _____ upon Special Source Improvements ("Reimbursable Costs"), and the Company has heretofore claimed an aggregate of \$ _____

EXHIBIT B-1-1

in Special Source Credits ("Prior Credits"), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Special Source Credits ("Unreimbursed Costs").

5. The invoice for FILOT payments for tax year _____ provided to the Company by the County Auditor specifies that the FILOT payment due on January 15, _____ is \$_____.

6. The Company is entitled to a Special Source Credit calculated as follows:

7. The sum of the Allowable Credit calculated in paragraph 6 hereof (\$_____) plus aggregate Prior Credits (\$_____) is \$_____, and such sum does not exceed the total Reimbursable Costs of \$_____ as set forth in paragraph 4 hereof, all as specified in accordance with **Section 3.02** of the Agreement.

8. The amount due from the County to the Company on January 15, 20[___] as a Special Source Credit is \$_____. The Company has deducted such amount from the FILOT Payment accompanying this certificate.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the _____ day of _____, 20__.

PROJECT ORO

By: _____
Its: _____

EXHIBIT B-1-2

EXHIBIT B-2

ANNUAL AGGREGATE INVESTMENT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2015 (the "Agreement") between Project Oro (the "Company") and Richland County, South Carolina (the "County"), Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 3.02** of the Agreement, the undersigned authorized signatory of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which, the Company and any Co-Investors must have invested an aggregate of at least \$400,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[___].

2. [Insert either (a) or (b) below, as applicable:

(a) The Company and all Co-Investors invested in the aggregate not less than \$400,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period. In accordance with Section 3.02 of the Agreement, the Company is entitled to claim Special Source Credits against its annual FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the FILOT Payment due on January 15, 200[___].

or

(b) As of the end of the Statutory Investment Period, the Company and all Co-Investors invested in the aggregate less than \$400,000,000 (without regard to depreciation) in the Project [or, if applicable, as of the date hereof, the Company does not anticipate that investment in the Project will aggregate at least \$400,000,000 prior to the end of the Statutory Investment Period]. To date, the Company has claimed an aggregate of \$_____ in Special Source Credits. In accordance with Section 3.02 of the Agreement, the County has the right to terminate or adjust the Special Source Credits under such circumstances.]

EXHIBIT B-2-1

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the
_____ day of _____, 20____.

PROJECT ORO

By: _____
Its: _____

EXHIBIT B-2-2

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2015-2016 Court Appointed Special Advocates Training Grant Annual Budget to add two new CASA Case Worker positions

FIRST READING: December 1, 2015

SECOND READING: December 8, 2015 {Tentative}

THIRD READING: February 9, 2016 {Tentative}

PUBLIC HEARING: February 9, 2016 {Tentative}

Richland County Council Request of Action

Subject: Creation of Three New CASA Caseworker Positions

A. Purpose

Council is requested to consider Councilmembers Jeter, Rose, Dixon and Pearce's motion regarding the creation of three new CASA caseworker positions.

B. Background / Discussion

At the October 12, 2015 Council meeting, Councilmembers Jeter, Rose, Dixon and Pearce made the following motion:

“Move Council and Staff to create three new CASA caseworker positions.”

RCCASA (Richland County Court Appointed Special Advocates), by statute, is required to serve 100% of the children whose cases come before the Richland County Family Court for child maltreatment issues. Over the past 12 months, RCCASA has experienced a tremendous increase in caseloads that are projected to escalate. In calendar year 2015, the program has already served more children during the 10 months than in any previous calendar year.

National CASA accreditation standards are 30:1 for CASA Case Coordinators. CASA has 8 full-time CASA Case Coordinators and 2 part-time coordinators, which is the equivalent of 9 full-time coordinators. At present, CASA has a total of 407 cases serving 847 children. To comply with accreditation, 13.56 CASA Case Coordinators are necessary.

Another consideration for additional staff is that there is legislation being submitted that would require all DSS Treatment cases to come before the court, and if enacted, CASA caseloads will double.

Without this resource, RCCASA is at risk of jeopardizing National CASA Accreditation as well as staff turn-over due to the high caseloads of very traumatic, stressful case management requirements.

C. Legislative / Chronological History

Motion made by Councilmembers Jeter, Rose, Dixon and Pearce at the October 15, 2015 Council meeting.

D. Financial Impact

Three (3) additional CASA Case Coordinators will cost an estimated \$155,206.22.

\$139,529 includes salary, FICA and Retirement benefits.

\$15,677.22 is the estimated expenses for WC, Life, Dental, and Health insurance.

E. Alternatives

1. Consider Councilmembers Jeter, Rose, Dixon and Pearce's motion and provide direction to staff.
2. Consider Councilmembers Jeter, Rose, Dixon and Pearce's motion, and do not proceed accordingly.

F. Recommendation

Motion recommended by Councilmembers Jeter, Rose, Dixon and Pearce

Recommended by: Councilmembers Jeter, Rose, Dixon and Pearce
Department: Richland County Council

Date: October 12, 2015

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/19/15

Recommend Council approval

✓ Recommend Council denial

Comments regarding recommendation:

The request is a funding decision that is at Council’s discretion however approval would require the identification of a recurring funding source for \$155k.

The recommendation for denial is based on request being outside of the normal budget cycle and not on the merits of the request therefore I would recommend that the request be forwarded to the FY17 budget process for consideration. During the FY16 budget process, the department requested two positions but none were included in the County Administrator’s recommended budget nor approved by Council.

Human Resources

Reviewed by: Dwight Hanna

Date: 10/21/15

Recommend Council approval

Recommend Council denial

Council Discretion

Comments regarding recommendation: This item was recommended by Council Members. The Human Resources Department does not have the \$155 funding source. The Human Resources Department was not involved in the analysis of the needs and/or preparation of the ROA.

Therefore, Human Resources can’t provide any additional knowledgeable insight on the request or the points raised by the Finance Director.

CASA

Reviewed by: Paige Green

Date: 10/19/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/21/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley

Date: 10/22/15

Recommend Council approval

✓ Recommend Council denial

Comments regarding recommendation: Administration recognizes the importance of CASA and the services provided. However, because this item is an out of cycle request Administration would recommend moving this request to the FY17 Budget. Administration would also point out that council did fund new positions for CASA in the FY15 budget as recognition of the need to address the growing caseloads.

PERSONNEL
 Department Name
 FAS Key:

Court Appointed Special Advocates
 1100181200

Overtime and Part-time

Priority #	Description	Object#	Justification	Requested Amount	FICA	Total
	Overtime	511200			\$0	\$0
	Part-time	511300			\$0	\$0
TOTAL - Overtime and Part-time				\$0	\$0	\$0

New Positions

Note: Request associated operating costs on the operating worksheet and capital on the capital worksheet.

Priority #	Title of New Position	Pay Grade	Justification (Include any revenue offsets)	Number of this position requested	Require police retirement?	Salary (per position)	FICA	Reg. Retirement	Police Retirement	Personnel Total	Operating Total	Capital Total	Total		
1	CASA Case Coordinator	HI	Motion by CC	3		\$38,232	\$9,004	\$12,829	\$0	\$139,529	\$0	\$0	\$139,529		
2							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
3							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
4							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
5							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL - New Positions												\$0	\$139,529	\$0	\$139,529

+ 15,677.22
\$ 155,206.22

Estimated Additional employee cost

Workmans Comp	41.5
Life Insurance	2.75
Health Insurance	150
Dental	6.74
Total	200.99
26 Pay Periods	5,225.74
3 positions	15,677.22

Child Statistics Report

10/19/2015 to 10/19/2015

Total number of children served (in program) for above date range **847**
 Total number of groups (families) served for above date range **407**
 Total number of children served by program without volunteer at end of period **14**
(children with no volunteer at end of period based on Date Assigned and Date Removed on volunteer assignments screen)

Total number of children whose cases were closed for above date range
 Total number of Cases with closed children in the date range

Age		
Age	#	Percentage
Birth to 5	291	34.36%
6 to 11	275	32.47%
12 to 17	266	31.40%
18 and Over	15	1.77%

Ethnicity		
Ethnicity	#	Percentage
African American	595	70.25%
Asian American	4	0.47%
Bi-Racial	59	6.85%
Caucasian	135	15.94%
Hispanic/Latino	52	6.14%
Native American	3	0.35%

Most Recent Placement		
Placement	#	Percentage
Child Specific Foster Home	2	1.24%
Emergency Shelter	5	3.11%
Group Home	7	4.35%
Hospital	1	0.62%
Non Relative Adoption	1	0.62%
Non Relative Foster Care	52	32.30%
Other	7	4.35%
Own Home	48	29.81%
Relative Placement	22	13.66%
Therapeutic Foster Home	7	4.35%
Third Party Custody	1	0.62%
Unknown	8	4.97%
Total Placed	161	

Children Closed Time Frames		
Length of Time	#	Percentage
<i>Total Closed</i>		

Gender		
Gender	#	Percentage
Female	412	48.64%
Male	434	51.24%
Unknown	1	0.12%

Reasons for Program Closure		
Reason	#	Percentage

Total Number

Volunteer Type Assignments		
Match Type	#	% of Active
Volunteer	833	98.35%
Staff	478	56.43%

Average number of children assigned to each volunteer at same time. 3.2

Average number of groups (families) assigned to each volunteer at same time. 1.55

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_GRNT_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 COURT
APPOINTED SPECIAL ADVOCATES TRAINING GRANT ANNUAL BUDGET
TO ADD TWO NEW CASA CASE WORKER POSITIONS.

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. Council approves two new CASA Case Worker positions, to be funded within the CASA Training Grant. Therefore, the Fiscal Year 2015-2016 CASA Training Grant Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 414,868
Appropriation of CASA Training Grant Revenue:	<u>\$ 0</u>
Total CASA Training Grand Revenue as Amended:	\$ 414,868

EXPENDITURES

Expenditures appropriated July 1, 2015 as amended:	\$ 414,868
529600 – Computer Equipment < 5000:	\$ (103,471)
511100 – Salaries & Wages (2 CASA Case Worker Positions) :	<u>\$ 103,471</u>
Total CASA Training Grant Expenditures as Amended:	\$ 414,868

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
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:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to prohibit the parking of motor vehicles in the front yard in certain Residential Zoning Districts

FIRST READING: December 1, 2015

SECOND READING: December 8, 2015 {Tentative}

THIRD READING: February 9, 2016 {Tentative}

PUBLIC HEARING: February 9, 2016 {Tentative}

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-10, PARKING IN RESIDENTIAL AND COMMERCIAL ZONES OF THE COUNTY; SO AS TO PROHIBIT THE PARKING OF MOTOR VEHICLES IN THE FRONT YARD IN CERTAIN RESIDENTIAL ZONING DISTRICTS.

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 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; is hereby amended to read as follows:

Section 17-10. Parking in residential and commercial zones of the county.

(a) For the purpose of this section, the following definitions shall apply:

(1) ~~*Fitted cover*~~, ~~for the purpose of this section~~, means a cover that conforms to the basic shape of the vehicle and covers all portions of such vehicle.

~~(2) *Improved surface means that the surface of a parking space is completely paved with concrete, asphalt, or some other like rigid surface, such as pavers or pervious concrete; to be certain, "improved" does not include gravel or crush and run, even when compacted.*~~

~~(23) *Motor ~~V~~ehicle*~~ means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

~~(34) *Semi-trailer*~~ means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and constructed that some part of its weight and that of its load rests upon or is carried by another vehicle; and exceeds a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.

~~(45) *Trailer (other than semi-trailer)*~~ means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle; and which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds. ~~This definition excludes camping trailers, boat trailers, travel trailers, and~~

~~utility trailers, as such are regulated in the Richland County Land Development Code at Section 26-173 (f).~~

(56) *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles; and not so constructed as to carry a load other than a part of the weight of the vehicle and the load drawn.

(b) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

(c) Except as is provided in subsection (d), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are one (1) acre or greater in the (RU) Rural zoning district] unless the entire portion of such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the residence, or is enclosed under a fitted cover.

(d) Notwithstanding subsections (b) and (c), above, truck tractors, semi-trailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, “active loading or unloading” shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, “active loading and unloading” does not include parking or “staging” a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point beyond twenty-four (24) hours.

(e) It shall be unlawful for a motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid license to be parked on any public street or road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

(f) All motor vehicles or trailers without a valid state-issued license plate permitting operation on public roads and highways, which are stored, parked, or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are three (3) acres or greater in the (RU) Rural zoning district, are required to be kept in a garage, carport, or protected from the elements by a fitted cover. Licensed automobile dealerships, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

(g) Any motor vehicle or trailer that is not capable of operating in accordance with South Carolina law or, in the case of a motor vehicle, not capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential or commercial zoning district in the unincorporated areas of the county (except for those parcels that are three (3) acres or greater in the (RU) Rural zoning district) for more than forty-five (45) consecutive days unless it is kept in an enclosed garage, in a carport, or protected from the elements by a fitted cover.

(h) All motor vehicles parked within the front yard or secondary front yard (corner lots) of any property zoned RS-LD, RS-MD, or RS-HD must be parked on an improved surface. Provided, however, motor vehicles may be parked on the grass of the front yard or secondary front yard on a temporary basis if the homeowner is hosting a special event and there is not enough parking available on the street.

(~~h~~i) *Penalties:* Upon a finding by a deputy sheriff of a violation, any offender shall have an opportunity to cure the violation within a prescribed period of time; provided that the period of time allowed shall not begin to run until notice of the violation is provided to the offender. Notice shall be sufficient if provided by personal contact directly with the offender or by talking on the telephone with the offender, by the offender having accepted written notice by certified mail, or by placement of a notice of violation on the vehicle, motor vehicle, truck tractor, semi-trailer, or trailer. If the offender, resident, owner of the vehicle, motor vehicle, truck tractor, semi-trailer, or trailer or owner of the real property on which the violation occurred fails to take proper corrective action, in the prescribed time, such person shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than five hundred (\$500.00) dollars or imprisoned for not more than thirty (30) days, or both. Each day such violation continues after due notice shall be considered a separate offense. Any owner and/or operator of a vehicle, motor vehicle, truck tractor, semi-trailer, or trailer which is in violation of this section (or if the offender is unable to be located, any owner of land on which the violation occurred), and any person who commits, participates in, assists in, or maintains that violation may each be found guilty of a separate offense and suffer the penalties set forth herein. In the event that an offender has been previously cited for or given notice of a violation of this section, enforcement action may be taken immediately without the requirement of an opportunity to cure the violation.

(i) *Administration and enforcement:* The Sheriff of Richland County shall be authorized to enforce the provisions of this section and to engage a towing service to remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.

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 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

First Reading: December 1, 2015 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification

FIRST READING: December 1, 2015

SECOND READING: December 8, 2015 {Tentative}

THIRD READING: February 9, 2016 {Tentative}

PUBLIC HEARING: February 9, 2016 {Tentative}

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-4, WEEDS AND RANK VEGETATION; SO AS TO AMEND THE TIME FOR NOTIFICATION.

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4 is hereby amended to read as follows:

Sec. 18-4. Weeds and rank vegetation.

(a) *Definition.* For purpose of this section, the term "weeds and rank vegetation" means dense, uncultivated, herbaceous overgrowth over two (2) feet in height, or briars and trailing vines exceeding ten (10) feet in length.

(b) *Declaration of nuisance.* Weeds and other rank vegetation allowed to grow to a height of two (2) feet and stand upon any lot or parcel of land in a developed residential area or commercial area within the county may be deemed and declared a nuisance in the judgment of the sheriff. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced. "Commercial area" shall be defined as it is in section 26-21 of this code.

(c) *Duty of owner, etc., to cut.* It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area or commercial area within the county to cut, or cause to be cut, all weeds and other rank vegetation, as described in this section, as often as may be necessary to prevent the growth of such weeds and other rank vegetation. However, lots of one acre or more are not required to be cut back more than fifty (50) feet from the road and each side property line.

(d) *Notice to owner, etc., to cut.* Whenever the sheriff shall find that weeds or other rank vegetation has been allowed to stand upon any lot or parcel of land in a developed residential area or commercial area within the county in such a manner as to constitute a nuisance, s/he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(e) *Failure to comply with notice.* If the person to whom the notice is directed, under the provisions of the preceding subsection, fails or neglects to cause such weeds or other rank vegetation to be cut and removed from any such premises within ~~ten (10)~~ thirty (30) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of section 1-8 of this code.

(f) *Removal by county.* In the event any property is determined to be a nuisance, and ~~twenty (20)~~ thirty (30) days has elapsed after such notice has been served, deposited in the United States Mail, or posted upon the premises, then the department of public works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by cutting and removing such weeds or other rank vegetation, and the cost of doing so may become a lien upon the property affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

(g) *Work may be done by county upon request.* Upon the written request by the owner or the person in control of any lot or parcel of land covered by this section, and the payment to the county for the services, the department of public works may enter upon any such lands and cut and remove the weeds or other rank vegetation therefrom, the charge and cost of such service to be paid into the county treasury.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2009

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject:

Removal of Lien off of Property

November 24, 2015 - The Committee forwarded this item to Council without a recommendation.

ATLAS ROAD COMMUNITY ORGANIZATION

2401-B HARLEM STREET, COLUMBIA, SC 29209 (803) 695-1002

November 9, 2015

Richland County Council
Development and Services Committee
2020 Hampton Street
Columbia, SC 29204

Atlas Road Community Organization is now the proud owner of 1420 Smith Street, Columbia, SC 29209 (parcel tax map # R13516-03-03 located). We acquired this property that we may have a mini-park (a passive recreational space) in which it is long overdue in our community. This letter is to address the concerns stated by the Development and Services Committee on October 27, 2015.

Founded in 1992, the Atlas Road Community Organization is a public nonprofit organization. To utilize the property as a recreational space, the first step of the plan is to secure the property through a quit-claim deed, which we have already completed, and now lien removal through this process. Next, we will procure an engineering firm to create a preliminary design for the property. Any building facility on the property will be opened to the public. Currently, maintenance will be addressed by the Atlas Road Community Organization, unless future arrangements are established. Also, fundraising and grants will be explored for funding opportunities.

This special parcel will be reserved for playground equipment and park benches where our Seniors may enjoy watching the children play. We may also have outside events. Currently, our children play in the streets, where automobiles travel from time to time, not giving the children much time to move out of the way of danger. This is an accident waiting to happen. We have no certain place to hold outside events, at this time.

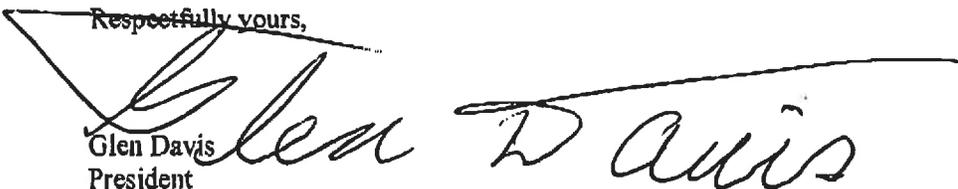
It is our mission statement: (A) To enhance the livability of the residents by establishing and maintaining an open line of communication and liaison between the neighbors, government agencies, businesses, and other neighborhoods. (B) To improve an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood. (C) To perform all of the activities related to said purpose, to enjoy all the powers granted, and engage in any lawful activity for which this corporation may be organized.

It is our duty to encourage our residents to involve themselves in activities that may improve their health. Also, with the mini-park in this neighborhood, we hope this will entice many residents to walk more by going to and from visiting the mini-park; communicate more with other; and a chance to get out of the house more. A place to go away from home, yet, not far from home.

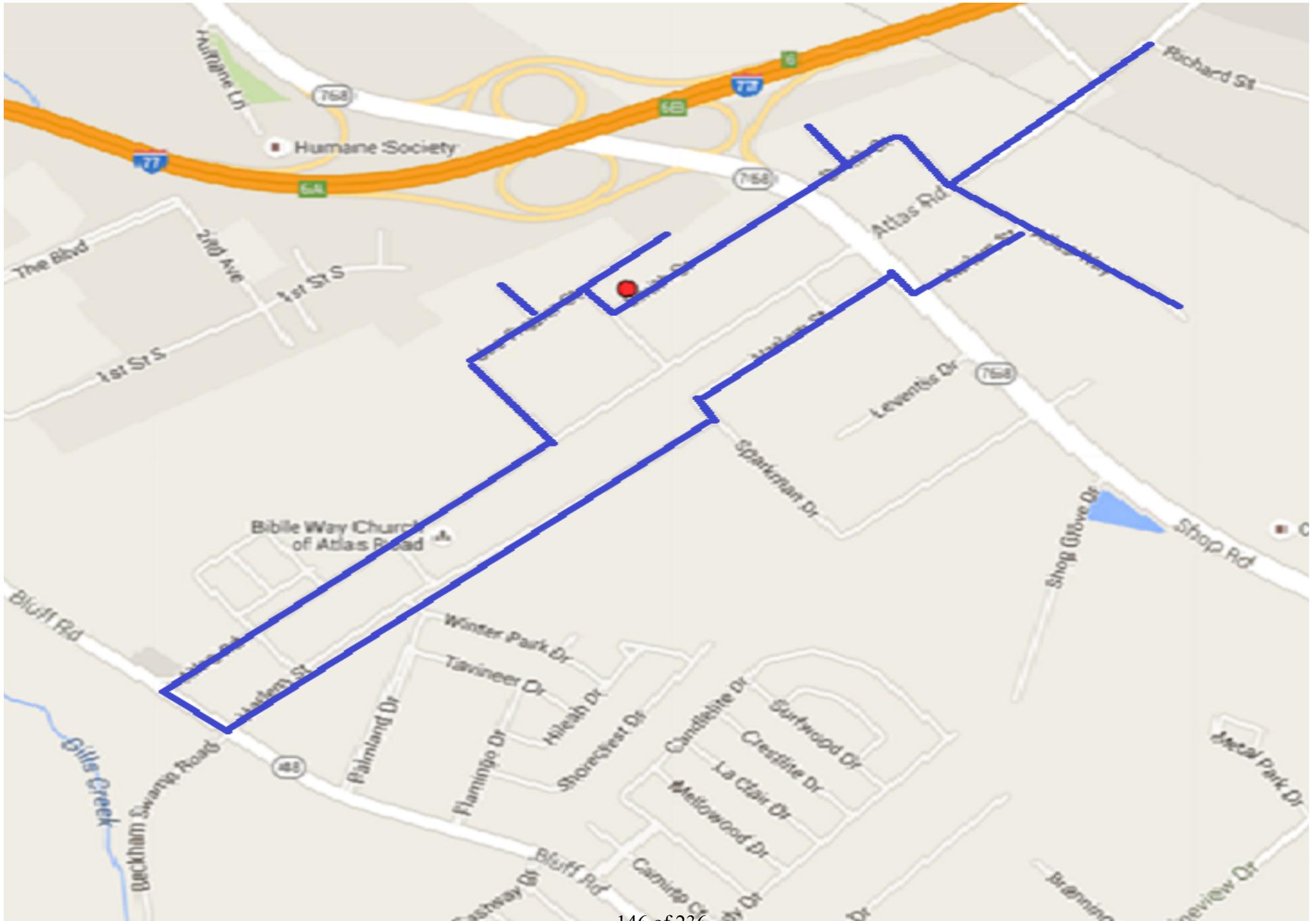
While the other property, 2045 Smith Street, (parcel tax map # 13516-03-21), Columbia, SC 29209, will serve as our community house (office and meeting place), storage, and parking. As we were told that we need a building in order to have a mailbox there. We want to use 2045 Smith Street for our mailing address.

Please assist us in our achievement to enhance our neighborhood. Thanking you in advance for your consideration and cooperation.

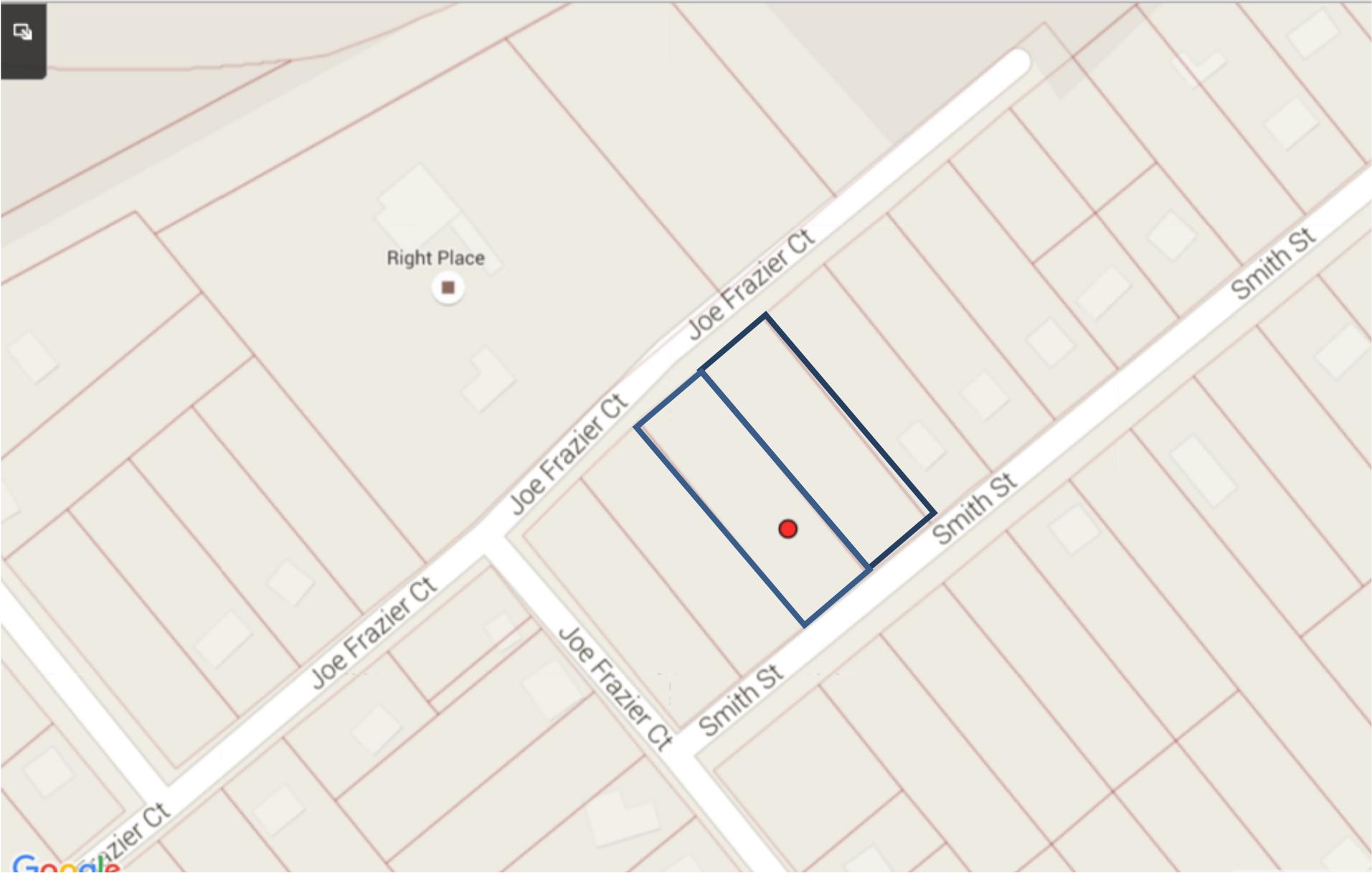
Respectfully yours,


Glen Davis
President

Map of Property – The portions outlined in blue are the boundaries of the Atlas Road Community. The red dot is the property located at 1420 Joe Frazier Court.



Closer view of properties at 2045 Smith St. and 1420 Joe Frazier Ct.



Richland County Council Request of Action

Subject: Removal of Lien off of Property

A. Purpose

Council is requested to approve removing the lien off of the property located at 1420 Joe Frazier Court., (Parcel # R13516-03-03) contingent on the property owner donating the land to the Atlas Road Community Organization.

B. Background / Discussion

At the October 12, 2015 Council meeting, Mr. Washington brought forth the following motion:

“To have Richland County remove the lien off of the property located at 1420 Joe Frazier Court contingent on the property owner donating the land to the Atlas Road Community Organization”

The property located at 1420 Joe Frazier Court – see attached map – is currently owned by the Atlas Road Community Organization.

The previous owner, Carolyn Smith, forfeited the property due to failing to pay the associated property taxes.

Saluda Dam, LLC purchased the property in March 2014 in a tax sale.

Saluda Dam, LLC deeded – see attached deed – the property to the Atlas Road Community Organization in June 2015 for \$5. However, there were two (2) existing County liens on that property for mitigating the unsafe condition of the property – see attached. There was an unsafe structure located on the property that was demolished by the County through the County’s unsafe housing program on June 29, 2008.

The lien dated June 30, 2008, in the amount of \$2,250, is the assessment fee for the County demolishing the structure that was located on the property.

The lien dated February 1, 2008, in the amount of \$100, is the assessment fee for the County performing the title search for the property

Currently, there are no structures located on the property.

This is a policy decision for Council.

C. Legislative / Chronological History

- October 12, 2015 – motion brought forth by Mr. Washington

D. Financial Impact

The financial impact of this request to the County would be the potential loss of the total amount of the liens is \$2,350.

E. Alternatives

1. Approve to have Richland County remove the lien off of the property located at 1420 Joe Frazier Court, (Parcel # R13516-03-03)
2. Do not approve to have Richland County remove the lien off of the property located at 1420 Joe Frazier Court, (Parcel # R13516-03-03).

F. Recommendation

This is a policy decision of Council.

Recommended by: Kelvin Washington

Department: County Council

Date: October 12, 2015

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

As stated in the ROA, this is a policy decision for Council. Since the additional cost added as a lien is associated with additional cost incurred by the County, my recommendation would be that Council not remove or forgive the lien. I would recommend that the County recover the funds either from the owner or through the property closing costs as the property is transferred.

Building Services

Reviewed by: Donny Phipps

Date: 10/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion

Legal

Reviewed by: Elizabeth McLean

Date: 10/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, I would note that there is no reason stated as to why the community organization desires to have the liens removed. As it stands, the organization is free to use the land in any way. The only time the County would collect the money, is if the organization tried to sell the land.

Administration

Reviewed by: Sparty Hammett

Date: 10/23/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating the unsafe condition located at

1420 Joe Frazier Court, TMS# R13516-03-03.

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All of my interest (specifically my Life Estate) in and to all certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, being designated as Lot 3 of Block H, being known as 1420 Joe Frazier Court ,and bearing the Tax Map Number 13516-03-03; according to Richland County Tax Maps, measuring 150 feet, more or less, along the front and rear property lines and 125 feet, more or less, along the side property lines.

Name and Residence of Landowner: Carolyn Smith
505 Antioch Place
Columbia, SC 29209

Nature of Assessment: Demolition of Structure

TOTAL: \$2550.00

Place of Filing: Register of Deeds
Richland County Judicial Center
1701 Main Street
Post Office Box 192
Columbia, South Carolina 29202

This Notice was prepared and signed at Columbia, South Carolina, on this 30th day of June 2008.

Signature

Kay Bender
Kay Bender Deputy Building Official

Book 1442-3698
2008052194 06/30/2008 15:40:37.087 Demo Urnate Hearing
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



RICHLAND COUNTY TAX DEED

GRANTEE'S ADDRESS:

**220 STONERIDGE DR
COLUMBIA, SC 29210**

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Tax Map Number : 13516-03-03-

TO ALL WHOM THESE PRESENTS MAY CONCERN, THAT DAVID A. ADAMS, Treasurer of Richland County, having lawfully issued an execution that required the Tax Collector of Richland County to levy, by distress and sale, so much of the herein named defaulting taxpayer's estate, real, personal or both as may be sufficient to raise and collect the sum of \$ 192.83 of which \$80.00 is cost, in order to pay the taxes due on assessments against defaulting taxpayer, SMITH CAROLYN for the year(s) commencing December 31st, 2010, tax year 2011. The Richland County Tax Collector did on June 1, 2012 mail via "Certified Mail, Return Requested - Restricted Delivery" notice of delinquent TY 2011 taxes, penalties, and costs owed in the amount of \$ 192.83 and any other prior delinquent tax year(s) amount(s) owed, if any, to:

SMITH CAROLYN
585 ANTIOCH PL
COLUMBIA, SC 29209

With such mail notice being faulty, and as a result FRED BRANTLEY, an agent of the Richland County Treasurer / Tax Collector, did on August 15, 2012, hand levy, seize and take exclusive possession of the said property on which taxes were assessed and levied, as hereinafter described.

WHEREAS, at a public sale at the Richland County Township Auditorium on the 3rd day of December, 2012 during the usual hours of sale, after due advertisement, did sell the herein described property of SMITH CAROLYN to,

SALUDA DAM LLC

heirs and assigns, the purchaser(s) herein known as "Grantee(s)" and the highest bidder at such sale, for the sum of \$ 460.00 and gave a receipt for the total amount of said purchase money with duplicate warrant and endorsement therein annexed;

WHEREAS, the period of twelve months having expired from the day of said sale, and the defaulting taxpayer(s) or other party interested to redeem said property so sold, having not redeemed the same as provided by law;

NOW THEREFORE, as the undersigned Richland County Tax Collector, acting by and pursuant to the Laws of the State of South Carolina and in consideration of the sum of \$ 460.00 cash, receipt thereof is hereby acknowledged, to me in hand paid by purchaser at said sale have granted, bargained, sold and released, by these said presents to grant, bargain, sell and release unto

SALUDA DAM LLC

All that certain piece, parcel, lot of land, with improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 4, Block H being know as 1420 Frazier Ct., and bearing the Tax Map 13516, Block 03, Parcel 03 according to Richland County Tax Maps, measuring 150' feet, more or less, along the front and rear property lines and 125' feet, more or less, along the side property lines. This being the same property conveyed by deed from Sylvia Smith unto Carolyn Smith and recorded on March 4, 1997 at the Richland County ROD in Deed Book D 1368 at Page 424.

Book 1025-2504
2014022005 03/31/2014 11:34:08 177
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating an unsafe condition located at 1420 Joe Frazier Court TMS# R13516-03-03.

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All of my interest (specifically my Life Estate) in and to all certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, being designated as Lot 3 of Block H, being known as 1420 Joe Frazier Court ,and bearing the Tax Map Number 13516-03-03; according to Richland County Tax Maps, measuring 150 feet, more or less, along the front and rear property lines and 125 feet, more or less, along the side property lines.

Name and Residence of Landowner: Carolyn Smith
505 Antioch Place
Columbia, SC 29209

Nature of Assessment Title Search Amount \$100.00

TOTAL \$ 100.00

Book 1397-1000
2008008364 02/01/2008 11:45:05.960
Fee: Exempt County Tax: \$0.00

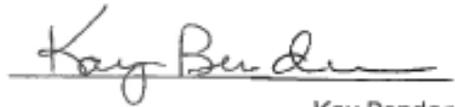
Demo Unsafe Housing
State Tax: \$0.00



Place of Filing: Register of Deeds
Richland County Judicial Center
1701 Main Street
Post Office Box 192
Columbia, South Carolina 29202

This Notice was prepared and signed at Columbia, South Carolina, on this 1st day of February, 2008.

Richland County Planning Department

A handwritten signature in cursive script, reading "Kay Bender", is written over a horizontal line.

Kay Bender

Richland County Deputy Building Official
PO Box 192, 2020 Hampton Street
Columbia, SC 29202

MAP ATTACHMENT

County Internet Mapping 7.2

Parcel Information:

<http://www.richlandmaps.com/apps/gmap/?base=satellite&taxid=R13516-03-03>
Parcel Number: R13516-03-03
Situs Address: 1420 JOE FRAZIER CT
Primary Zoning: MH
Secondary Zoning:
Tax District: 1LR
NBHD Code: 083.00
Assessed Value: 4,200
Building Value: 0
Land Value: 4,200
Acreage: 0
Owner Name: ATLAS ROAD COMMUNITY
Owner Address: /ORGANIZATION
Owner Address: 2401 HARLEM ST
Owner City: COLUMBIA
Owner State: SC
Owner ZIP: 29209
Bedrooms: 0
Bathrooms: 0
Year Built:
Heated Sq Feet: 0 ft²
Last Sale Date: June 18, 2015
Last Sale Price: \$5
Legal Description: LOT 4 BLK H
Legal Description: 75X235X75X235
Legal Description: #SU
Legal Description: #PR

Pointer: 33.948095, -80.969200

Imagery ©2015, DigitalGlobe 150 ft Terms of Use Report a map error

Richland County Council Request of Action

Subject:

Consulting and Representation Services – Disaster Recovery RFP

November 24, 2015 – The Committee recommended that Council refer this item to the December 8, 2015 Council meeting for consideration as an Executive Session item.

Richland County Council Request of Action

Subject: Consulting and Representation Services – Disaster Recovery RFP

A. Purpose

County Council is requested to approve a contract with TBD to provide Disaster Recovery Consulting and Representation Services for Richland County.

B. Background / Discussion

Under emergency order, the County is allowed to procure services using expedited procedures. FEMA also allows governmental entities to immediately begin disaster recovery efforts utilizing cooperative agreements if the entity does not have a disaster recovery contract in effect.

Because Richland County did not have a disaster recovery contract in effect at the time of the 1,000 year flood event, shortly after the disaster in early October, numerous firms were contacted to provide assistance with the County's disaster recovery.

Tetra Tech was procured using these expedited procedures. To date, Tetra Tech has provided FEMA reimbursement support; well testing project management; and a countywide flood mitigation assessment (high water mark data collection / mitigation alternatives identification).

FEMA, however, requires that a procurement for these services be issued as soon as practicable following the disaster declaration.

Towards that end, the County issued an RFP (attached) on October 29, 2015 for ongoing disaster recovery support services, which will support long term recovery efforts and provide expert professional support for FEMA Major Disaster 4241 ("South Carolina Sever Storms and Flooding"), and any subsequent declared disaster(s).

The contract will not exceed 7 years. The initial agreement is contemplated as a five year term, with two renewal terms of 1 year each.

The selected firm will be responsible for services including, but not limited to, Post Disaster Consulting and Engineering Services such as FEMA Public Assistance Advisory Services; HUD Community Development Block Group Disaster Recovery Support Services; FEMA 404 and 406 Hazard Mitigation Expertise; Financial and Grant Management Support; Information Technology, Data Management and Reporting Support; Disaster Recovery Engineering Related Services Support; Disaster Debris Monitoring Services; Emergency Management Support Services; and any other tasks as determined by the County to be imperative depending on the type of disaster declared by the County; the State of South Carolina; the United States Federal Government; or FEMA.

Proposals are due November 16, 2015. However, the evaluation team will not complete its evaluation by the November 24, 2015 Administration and Finance (A&F) Committee Meeting. Therefore, staff requests Council approve the contract at its December 8, 2015 Council Meeting, when the name of the recommended firm(s) will be provided to Council. For the purposes of this Committee meeting, staff requests that the A&F Committee recommend approval of a

contract with TBD to provide Disaster Recovery Consulting and Representation Services for Richland County. Again - the firm's name will be provided to Council at the December 8, 2015 Council Meeting.

C. Legislative / Chronological History

South Carolina Severe Storms and Flooding (DR-4241)
Incident period: October 01, 2015 to October 23, 2015
Major Disaster Declaration declared on October 05, 2015

At the October 6, 2015 Special Called Council Meeting, Council approved proceeding with Ash Britt and Tetra Tech to assist the County with disaster recovery services. Ash Britt's services were not required, as these services were ultimately provided by SCDOT.

D. Financial Impact

At the October 6, 2015 Special Called Council Meeting, Council approved an emergency ordinance (attached) authorizing the County Administrator to carry out emergency activities in an amount up to \$1.5M. Tetra Tech is being paid from these funds. The selected firm will be paid from these, or other additional funds approved by Council to address disaster recovery for this event.

E. Alternatives

1. Approve the request to enter into a contract with TBD to provide Disaster Recovery Consulting and Representation Services for Richland County.
2. Do not approve a contract to provide Disaster Recovery Consulting and Representation Services for Richland County. This alternative is not recommended, as this goes against FEMA's procurement recommendations.

F. Recommendation

It is recommended that Council approve the request to enter into a contract with TBD to provide Disaster Recovery Consulting and Representation Services for Richland County.

Recommended by: Roxanne Ancheta
Department: Administration
Date: 11/9/15

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 11/12/15
 Recommend Council approval Recommend Council denial

Comments regarding recommendation: It is unclear to me how to make a recommendation prior to reviewing the responses. Therefore the recommendation is based on the fact that we have not been provided the information on the responses.

Below are the County commitments-to-date related to the \$1.5m approved by Council:

\$ 300,000 Tetra Tech - to provide financial recovery services

\$ 227,000 Clarke Environmental Mosquito Management
 \$ 109,000 Tetra Tech - Flood Mitigation Alt Assessment

Disaster Recovery Reconciliation

PO date	\$ encumbered	Balance of approved funding	Vendor	Description
		\$ 1,500,000	Council approval	
11/2/2015	\$ 300,000	\$ 1,200,000	Tetra Tech - Task 2	Create PO for Tetra Tech to provide financial recovery services for Flood Disaster.
10/30/2015	\$ 227,000	\$ 973,000	Clarke Environmental Mosquito Management	Emergency Aerial Adulticide in the lower portion of Richland County
11/3/2015	\$ 109,758	\$ 863,242	Tetra Tech - Task 3	Flood Mitigation Alternatives Assessment
10/29/2015*	\$ 99,800	\$ 763,442	Tetra Tech - Task 4	Post-Disaster Needs Assessment Services and Monitoring of Residential Well Sampling.
11/20/2015*	\$ 397,660	\$ 365,782	Tetra Tech - Task 2 change order	Financial Recovery Services
11/20/2015*	\$ 39,192	\$ 326,590	Tetra Tech - Task 5	Personnel to assist Floodplain Manager

* Commitment Date - no PO entered in IFAS yet

Procurement

Reviewed by: Cheryl Patrick

Date: 11/13/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated herein, FEMA requires an RFP (or other solicitation method as merited by a declared disaster) be issued as soon as practicable following the governmental entity's initial response to guarantee the health, safety and welfare of its citizens. FEMA allows entities to utilize cooperative agreements in place with other governmental entities to immediately address a disaster's needs; then solicit on their own for the services needed. That is the path RC followed. This ROA simply asks that the A&F Committee allow the recommendation of the highest ranked Proposer by the Evaluation Panel for RC-651-P-2016 to be presented to Council on December 8, 2015. The RFP was issued 10-29-15; an Amendment addressing questions was issued 11-6-15; Proposals are due 11-16-15 (the # of proposals submitted is unknown at this time but the expectation -- based on the interest level -- is there will be many). The Evaluation team will receive the submitted Proposals on November 17, 2015

and the Evaluators will meet on December 2, 2015 to finalize their scores and recommendations.

At this time, there is no monetary obligation tied to the RFP. The Proposers will submit a Line Item Cost Proposal which is not an Evaluation Factor as there are no defined finite quantities.

Again, this is a FEMA required solicitation and we respectfully ask the A&F Committee allow the process to be expedited.

Legal

Reviewed by: Brad Farrar

Date: 11/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council and procedural issue for the Committee.

The import of the ROA is that the cycle of regularly scheduled relevant committee meetings does not support the timing of the full Council's decision point on approving the subject agreement. Specifically, the ROA provides that, "Proposals are due November 16, 2015. However, the evaluation team will not complete its evaluation by the November 24, 2015 Administration and Finance (A&F) Committee Meeting. Therefore, staff requests Council approve the contract at its December 8, 2015 Council Meeting, when the name of the recommended firm(s) will be provided to Council."

Rather than ask the Committee to approve "...a contract with TBD to provide Disaster Recovery Consulting and Representation Services for Richland County," another option could be for the Committee to simply forward the matter to Council without a recommendation, since key information the Committee may need to make a meaningful review, namely, the identity of the proposed vendor, would not be known according to the ROA at the time the Committee meets. Then, if Council feels a Committee recommendation is needed, it can simply recommit the matter to A&F for its input, or proceed as a full Council under the regular timeline for Council's meetings.

If, however, the intent is to go forward with a request for a committee of Council to approve an agreement without knowing who the party to that agreement, Legal can provide additional guidance at the appropriate committee or Council meeting as permitted under the SC FOIA as a matter of the receipt of legal advice.

Lastly, regarding the procurement of goods and services where the intent is to seek federal reimbursement (whether from FEMA or other agency), Legal has provided numerous opinions on that matter since the Council Chair and Presidential emergency and disaster declarations were issued in early October 2015, and reference should be made to those opinions as well as to the federal standards set forth in, among other places, 2 C.F.R. 200.17 through 200.326 (the "Uniform Rules").

Administration

Reviewed by: Roxanne Ancheta

Date: November 20, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: FEMA requires an RFP (or other solicitation method as merited by a declared disaster) be issued as soon as practicable following the governmental entity's initial response to guarantee the health, safety and welfare of its citizens. The County has done so. Thirteen (13) responses to the RFP were received November 16. The Evaluation Committee is currently reviewing the responses.

While this ROA requests the Committee to recommend the County enter into a contract with TBD to provide Disaster Recovery Consulting and Representation Services for Richland County, based on Legal's comments received on 11-20-15, the Committee may simply forward this matter to Council without a recommendation, with more detailed information being provided at the December 15, 2015 Council Meeting.



REQUEST FOR PROPOSAL
RC-651-P-2016
Consulting and Representation
Services – Disaster Recovery

Richland County Government will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the authorized representative shown below must be notified immediately.

All questions must be addressed to the person listed in block # 3 of Section "G" page #29 prior to submitting a proposal.

Authorized Representative	Signature	Date
Cheryl Patrick, CPPB Richland County Procurement Director	<i>Cheryl D. Patrick, CPPB</i>	<i>10-29-2015</i>

Table of Contents

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal	
	COVER PAGE	1	NO	
	CONTENTS	1	NO	
SECTION - A	GENERAL INFORMATION	1	NO	
SECTION - B	SPECIAL CONDITIONS	4	NO	
SECTION - C	GENERAL CONDITIONS	1	NO	
SECTION - D	PROPOSAL SCHEDULE	1	YES	
SECTION - E	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES	
	DRUG FREE WORKPLACE	3	YES	
	NO RESPONSE FORM (<i>Return Only If Not Participating</i>)	1	YES	
SECTION - F	REQUIREMENTS (<i>provide responses</i>)	6	YES	
ATTACHMENT A	Hourly Labor Rates and Reimbursable Project Expenses	2	YES	
SECTION - G	SOLICITATION, OFFER & AWARD	1	YES	
	<i>Returned sections will be incorporated with executed agreement, if applicable</i>			
2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) and date of each)				

Section - A

General Information

General Information

About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 334,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 – 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section – B

Special Conditions

SPECIAL CONDITIONS

Read all parts of the solicitation package thoroughly;

Follow all instructions and respond to requested information, qualification and requirements;

Return all paperwork requested; Sign required documents;
Submit your complete package on or before the date and time requested.

1. False Statements in Submittal of Proposals:

Proposers must provide full, accurate, clear and complete information as required by this solicitation its attachments and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Richland County Government (County) solicitations, purchasing and award of contracts for a period as prescribe by the Office of Procurement & Contracting. The County does not waive its rights to seek further actions.

2. Submission of Offers in the English Language:

Offers submitted in response to this solicitation shall be in English. Offers received in other than English shall be rejected.

3. Submission of Offers in U.S. Currency:

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

4. Proposals shall be publicly received and recorded at the time and place indicated by Section "B" Special Conditions and "G" Solicitation, Offer and Award and amendments of this solicitation.

5. Proposals shall be made in the official name of the company or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Proposals. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.

6. Proposal information may be obtained by visiting our webpage at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx>

7. One (1) Original (clearly marked "**ORIGINAL**") Sealed Proposal **and** four (4) additional hard Copies, all clearly marked: "**RC-651-P-2016, Consulting and Representation Services – Disaster Recovery**" shall be submitted in an enclosed and secured envelope/container.

8. **Attachment A "Hourly Labor Rates and Reimbursable Project Expenses"** shall be in a separate secured envelope/container. The envelope/containers shall be addressed to:

Richland County Government
Office of Procurement and Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204-1002
Attn: Cheryl Patrick, CPPB

Additionally: Proposers must submit one exact electronic copy of the original proposal on a compact disc (CD) or a USB flash drive. The electronic copy shall be labeled: "**RC-651-P-2016; Consulting and Representation Services – Disaster Recovery**" and submitted with the envelope/containers to the address as shown above. Four (4) additional electronic copies of Attachment A may also be submitted and are appreciated.

Attachment A: "Hourly Labor Rates and Reimbursable Project Expenses

shall be in a separate electronic format, along with five (5) hard copies and submitted in a separate envelope/container.

Proposals shall be accepted any weekday from Monday through Friday (excluding County holidays and weekends) between 09:00 AM, through 4:00 PM, local time. Last day of acceptance for this solicitation is **Monday, November 16, 2016, 3:00pm Local Time.**

9. The County will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Office of Procurement & Contracting must be notified immediately.
10. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the proposals.
11. The County shall not accept responsibility for unidentified proposals.
12. The County shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs shall be borne by the Proposer.
13. Proposal must be clearly marked "Confidential" for each part of the Proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum Supp.) (Freedom of Information Act). If any part is designated as "Confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.
14. It is the intent and purpose of the county that this solicitation permits competition. It shall be the Proposer's responsibility to advise the Office of Procurement & Contracting in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement no later than Thursday, November 6, 2015 at 11:00am. A review of such notification shall be made.
15. Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that they cannot complete their response without additional information, they may submit written questions to the Office of Procurement no later than Thursday, November 6, 2015 at 11:00am.
16. When applicable, South Carolina Sales Tax shall be shown as a separate entry on offeror's total summation. When required, exemption certificates shall be furnished on forms provided by the Proposer.
17. Proposal price must be submitted as a price schedule in a separate sealed and enclosed container properly identified with the proposal number and name.
18. Offeror(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked "Additional Information".
19. The County reserves the right to accept one or more proposals or reject any or all proposals received in response to this solicitation and to waive informalities and irregularities. The County also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

20. By responding to this solicitation, it is understood that each Offeror shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.
21. IRAN DIVESTMENT ACT - CERTIFICATION (a) The Iran Divestment Act List is a list published pursuant to SC Code of Laws Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

The County does not have a formal MWDBE program at this time. The County does have an OSBO (Office of Small Business Opportunity) which includes an SLBE (Small Local Business Enterprise) program which certifies small and local businesses. The County encourages utilization and participation of local small Richland County based businesses and MWDBE firms. A directory of the certified SLBEs is available on the OSBO website:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

EVALUATION

1. GENERAL

A duly appointed Evaluation Team (Team) will conduct proposal evaluations; the Team shall be assigned by the County. Proposals will be evaluated and the Team shall assign ratings to each proposal submitted and *may* establish a short list representing the top firms for further evaluation (at the County's discretion), at which time the County reserves the right to establish different and separate evaluation criteria. Documents also may be examined by other agencies and consultants at discretion of the County.

The County reserves the right to request any one of the top ranked submittals or the entire top ranked to appear for oral interviews and / or provide electronic presentations in order to further evaluate submittals. Top ranked submittal(s) will be evaluated based on criteria established for the second round of evaluations (if conducted).

The County may select one or more step(s) to have a proposed solution by a selected proposer (at County's discretion) demonstrated in a real life, test scenario environment and *may* include live, face to face, oral presentations and demonstrations. The County will ultimately select the Qualified Proponent who demonstrates the greatest combination of capability, experience, vision, and commitment for the development of the proposed project.

The evaluation process is to determine which proposal is most advantageous to the County taking into consideration evaluation factors set forth in the solicitation and such evaluation criteria as established internally for evaluations to select the contractor most qualified to provide the services as stipulated and proceed with negotiations;

If an agreement cannot be reached with the top Proposer, the County may then negotiate in descending order. The County is not obligated to accept the highest price; award of a contract will be made to the Proposer providing the most responsive, responsible offer that provides the best overall value and a fair and reasonable price (as determined by the County), and is most advantageous to the County.

The County will further take into consideration soundness, flexibility, functional capability, quality of performance, service, and time specified for performance of the contract; ability to provide support, overall price, and Proposer's references, and any other factors that may impact the project.

The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

2. MINIMUM GENERAL EVALUATION CRITERIA

The evaluation factors to be considered in the evaluation of proposals are listed below:

- A. Demonstration of the firm's prior experience in providing consulting services and its familiarity with FEMA and other federal programs. 0 – 40 Points
- B. Proposed Strategy of the firm in representing the County in responding to the FEMA Major Disaster 4241 event. 0 – 25 Points
- C. Firm's capacity to address the County's scope of work. 0 – 20 Points
- D. Capability and qualification of the proposed personnel. 0 – 15 Points

SECTION - C

GENERAL CONDITIONS

Located on Richland County Procurement Web Site
[http://www.richlandonline.com/Government/Departments/
BusinessOperations/Procurement.aspx](http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx)

Located in “Terms and Conditions”

SECTION - D

Proposal Schedule

The Proposer shall furnish items and services identified under description in accordance with Special Conditions/Provisions, requirements and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document proposed prices/costs shall hold firm for a period of not less than *three hundred, sixty-five (365)* calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	Date:
Signature of Agent:	
Telephone #	Fax #:
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	Title:

(Must be notarized by a Notary Public)

SEAL

SECTION - E

*STATEMENT OF ASSURANCE, COMPLIANCE &
NONCOLLUSION*

DRUG FREE WORKPLACE

NO RESPONSE FORM

Richland County, South Carolina

Statement of Assurance, Compliance and Non-collusion

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Fax:

e-mail:

Subscribed and sworn to me this _____ day of _____, 20_____.

(Title) My commission expires:

NOTARY SEAL

RICHLAND COUNTY GOVERNMENT
DRUG-FREE WORKPLACE CERTIFICATION

Company:

Project Number:

Project Name:

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, Chapter 107.

Richland County Government (County) requires certification from participants in the Procurement process that it will comply with the statutory and administrative requirements in carrying out work or service or under contract. The certification is a requirement for Federal grant programs as described in Title 49, Code of Federal Regulations, Part 29.

Participants are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for these aspects of implementation, although it is not comprehensive, nor does it relieve the participants from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug

abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 that, as a condition of employment the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The County will be notified in writing within five calendar days and the federal granting agency ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, (including position title of the employee) to the County and the federal granting agency. Notices shall include the project number of each affected grant.

Yes No N/A

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes No N/A

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no

such workplaces that are not identified below or in the attachment.

I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Location

Street Address:

City:

State and Zip code:

Name of Agent:

Signature of Agent:

Date:

Subscribed and sworn to me this _____ day of _____ 20____

Title:

My Commission expires:

NOTARY SEAL

No Response

If a "No Response" is to be submitted, please check the appropriate box(es) below and return this form, prior to the due date, to:

Richland County Government
Office of Procurement and Contracting
2020 Hampton St, Suite 3064 (Third Floor)
Columbia, SC 29204-1002

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
 - Cannot comply with specifications/statement of work
 - Specifications/statement of work is unclear
 - Cannot meet delivery or period of performance
 - Delivery/period of performance is unreasonable
 - Cannot meet the bond requirements
 - Not enough time to prepare proposal
 - Plan to subcontract
 - Job is too large
 - Job is too small
 - Other (please specify) _____
- _____
- _____

Company: _____

Phone/Fax: _____

Company Rep.: _____

Signature: _____

SECTION – F

REQUIREMENTS

NATURE OF SERVICES REQUIRED

A. General

Richland County is soliciting proposals from professional consulting firms to provide consulting and representation services in support of the County's recovery from the FEMA Major Disaster 4241 and any subsequent declared disaster or associated service(s) during the contemplated contract term. The ideal Proposer shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and hazard mitigation planning for municipal and governmental entities

B. Possible Contract Term

Any resulting Contract may be extended by the County; not to exceed seven (7) years. The initial agreement is contemplated as a five (5) year term with two (2) renewal terms of one (1) year each.

C. Specific Duties

The selected firm will be responsible for services including, but not limited to, Post Disaster Consulting and Engineering Services as described:

I. FEMA Public Assistance Advisory Services

Specific tasks include:

1. Develop a process/system to submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects associated with declared disasters.
2. Attend meetings with any State emergency entities and FEMA (Federal Emergency Management Agency) to address eligibility and process issues at the request of the County.
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Stafford Act, 2 CFR 200, and the Sandy Recovery Improvement Act.
4. Proactively identify and resolve issues that may arise related to the funding of work to be completed by the consultant or to be completed by the County.
5. Provide technical assistance as requested. Technical assistance may involve engineering and architectural support, among other types of assistance as required/requested by the County.
6. Provide support in completing an assessment of damage to public infrastructure components, transportation systems, and facilities as applicable.
7. Obtain, analyze and gather field documentation, including gathering of relevant records, in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records as applicable.
8. Review for clarity and completeness, as well as consistency and accuracy, data and supporting documentation related to reimbursement claims.
9. Evaluate and assist in the formulation of FEMA PA (Public Assistance) Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (DDD) and project(s) Scope of Work (SOW).
10. Assist in the development of hazard mitigation proposals under Section 406 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Review Project Worksheets to determine final eligible costs and third party refunds and reimbursement as applicable.
13. Reconcile eligible costs and prepare Project Worksheet versions, as applicable.
14. Prepare first and second appeals, as applicable.

II. HUD Community Development Block Group Disaster Recovery (CDBG-DR) Support Services

Specific tasks include:

1. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
2. Assist with developing unmet needs assessments that identify type(s) and location(s) of the community's disaster recovery needs, especially in the three core aspects of recovery – housing, infrastructure, and the economy.
3. Provide technical assistance related to the determination of CDBG eligible activities and national objectives, particularly as they apply to disaster recovery.
4. Provide technical assistance as requested including HUD (Housing and Urban Development) level environmental reviews and clearance and other federal requirements such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance.
5. Assist with the development and submission of HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.
6. Assist with Project Management and Operations including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities including contractor, subcontractor, and sub-recipient oversight and monitoring.
7. Assist with maintaining project files with supporting documentation for all CDBG-DR funded activities that meet HUDs regulatory requirements.
8. Provide assistant to the client on HUD's Disaster Recovery Grant Reporting (DRGR) data management system including Action Plan set-up and Quarterly Reporting.
9. Provide technical assistance related to HUD's requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance.
10. Provide technical assistance or cost reconciliation services related to HUD's requirements for infrastructure and public facilities including FEMA PA match programs.
11. Provide technical assistance on HUD's requirements for economic development activities.
12. Provide technical assistance on HUD's requirements for calculating duplication of benefits in compliance with the Stafford Act.
13. Provide technical assistance with any requirements of the Davis Bacon Act as applicable.

III. FEMA 404 and 406 Hazard Mitigation Expertise

Specific tasks include:

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation programs to reduce or eliminate risk from future events.
2. Provide experienced hazard mitigation staff to identify and prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
3. Provide post-award grant administration services and program management services for projects funded by HMGP, FMA, or PDM. This may include outreach, intake, documentation processing, construction inspection, and closeout.

IV. Financial and Grant Management Support

Specific tasks include:

1. Advise on FEMA's rules, practices and procedures and advise on how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Conduct pre-audit activities and prepare documentation for audit.
4. Meet as necessary with County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services necessary to meet Federal and State regulations.
5. Prepare reports for the State and FEMA, as needed.
6. Provide oversight of contractors' billing to ensure that they invoice properly and are only compensated for work actually performed, and that all costs eligible for the disaster grant funding are documented and claimed.
7. Categorize, record, track and file costs in support of the financial reimbursement process.
8. Track Project Worksheet status and status of payment from the State and FEMA.

V. Information Technology, Data Management and Reporting Support

Specific tasks include:

1. Design and develop IT solutions that support the management and implementation of the disaster recovery programs.
2. Provide experience managing data for disaster recovery programs.
3. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.
4. Provide expertise to analyze data and information for process improvement and optimization.

VI. Disaster Recovery Engineering Related Services Support

Specific tasks include:

1. Design Services to include the following activities:
 - a. Planning, procuring (2 CFR 200 compliant), and/or preparing necessary topographic surveys, environmental studies, and geotechnical investigations required for preliminary design considerations.
 - b. Prepare preliminary horizontal/vertical alignments based on aerial photography with LIDAR contour information.
 - c. Prepare proposed typical section.
 - d. Prepare site evaluation. (*Watershed data including drainage area, design flow, and hydraulic profiles will be provided by the County.*)
 - e. Prepare preliminary project construction cost estimate.
 - f. At the County's request, prepare conceptual repair estimates that may assist with FEMA funding obligation. Such estimates may include the cost to implement an exact replacement, repair versus replace comparisons, etc.
2. Topographic survey to include the following activities:
 - a. Provide necessary field investigations and surveys to produce engineering construction plans. For bridge projects, topographic surveys shall extend approximately 500 feet each side of bridge.
3. ROW (Right of Way) Mapping to include the following activities:
 - a. Field boundary survey of existing property lines within the corridor of the project.

- b. Prepare ROW Maps (Abstracts to be provided by Owner).
4. Engineering Design to include the following activities:
 - a. Prepare Preliminary and Final construction plans, hold a Plan-in-Hand with utility owners affected, and provide final cost estimates.
5. Construction to include the following activities:
 - a. Assist the administrative consultant with the construction bid package in conformance with 2 CFR 200 federal requirements and supervising the bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitation, conducting the bid opening, and issuing the notice to proceed.
 - b. Respond to Request(s) for Information on an as-needed basis.

VII. Disaster Debris Monitoring Services

Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the County.
2. Hiring, training, scheduling, and managing field monitoring staff.
3. Monitoring and documenting debris removal operations ADMS (Advanced Disaster Management Simulator) technology.
4. Assisting the County with responding to public concerns and comments.
5. Certifying contractor equipment for debris removal using methodology and documentation practices appropriate for contract monitoring.
6. Digitization of source documentation (such as monitor logs, scale tickets, etc.).
7. Furnishing and operating an automated/electronic (paperless) debris tracking system.
8. Comprehensive review of project documentation and data for quality control.
9. Developing daily operational reports to keep the County informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
12. Provide documentation for project worksheets and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
13. Maintain a safe working environment including developing and implementing a health and safety plan for debris monitoring operations.
14. Providing staff and equipment to support the County in various functional areas as required following an emergency event.
15. Debris management planning services including the development of a debris management plan, debris management site identification and review, or staff training.
16. The selected firm will be expected to provide disaster debris monitoring services utilizing automated debris management system (ADMS - Advanced Disaster Management Simulator) technology. Debris monitoring may include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas.

VIII. Emergency Management Support Services

Specific tasks may include:

1. Emergency management plans and documents to include COOP/COG (Continuity of Operations and Continuity of Government), Debris Management Plans, EOPs, evacuation and sheltering plans, mass care, or other related plans.

2. Testing, training, drills, and exercises (tabletop, functional or full-scale) support including exercise development (HSEEP {Homeland Security Exercise and Evaluation Program} compliance), after action reporting, and facilitation.
3. Hazard mitigation planning activities including Hazard Mitigation Plan updates and Community Rating System (CRS) technical assistance.
4. Providing staff to support the County in various functional areas as required following an emergency event.

IV. Other tasks as determined by the County to be imperative depending on the type of disaster declared by: the County, the State of South Carolina, the United States Federal Government or FEMA (the Federal Emergency Management Agency).

PROPOSAL REQUIREMENTS

The following material is required to be received by **November 16, 2015 at 3:00 PM, local time**, for a proposing firm to be considered:

The Proposal shall include:

Title Page: Title page showing the RFP number; the firm's name; name, address, email and telephone number of the contact person; and the proposal date.

Statement of Qualifications: A signed letter of transmittal which includes:

1. A description of the firm, the size of its staff, staff's qualifications and the experience of the staff. Resumes -- not to exceed three (3) pages per person --of the proposed personnel should be included.
2. The firm's past experience in providing such services for companies or local governments. The project references should include client contact information.
3. The firm's proposed strategy to assist Richland County to maximize Public Assistance and other funding available to it as a result of the FEMA Major Disaster 4241 event.
5. Please submit **five (5)** copies of your Proposal – one (1) marked **"Original"** and four (4) marked **"Copy"**. Also submit your Proposal on a thumb drive or CD (marked **"RC-651-P-2016".**) Proposers must submit one exact electronic copy of the original proposal on a compact disc (CD) or a USB flash drive. Proposers may also submit a redacted electronic copy – clearly marked **"REDACTED"** if Proposer deems any portions of their proposal to be "confidential".
6. Completed **Hourly Labor Rates and Reimbursable Project Expenses Form – Attachment "A"** as included with this RFP.
NOTE**Cost is not part of the evaluation criteria. However, please submit in a **Separate Sealed Envelope**, clearly marked **"Attachment A – RC-651-P-2016"**. **Please submit five (5) copies of Attachment "A" as well as one electronic copy.**

SELECTION OF FIRM

The County will select a firm based on an evaluation of the proposals. The firm shall be evaluated based on the following criteria:

- E. Demonstration of the firm's prior experience in providing consulting services and its familiarity with FEMA and other federal programs. 0 – 40 Points
- F. Proposed Strategy of the firm in representing the County in responding to the FEMA Major Disaster 4241 event. 0 – 25 Points
- G. Firm's capacity to address the County's scope of work. 0 – 20 Points
- H. Capability and qualification of the proposed personnel. 0 – 15 Points

The County will enter into negotiations with the firm deemed as the highest ranked proposer by the evaluation team. Should the County be unable to negotiate and execute a contract with the highest ranked firm, negotiations shall immediately commence with the second-highest ranked firm.

ATTACHMENT A:

Attachments

Hourly Labor Rates and Reimbursable Project Expenses

POSITIONS	HOURLY RATES
Project Executive	\$ _____
Subject Matter Expert	\$ _____
Project Manager	\$ _____
Accountant	\$ _____
Closeout Specialist	\$ _____
Grant Manager	\$ _____
Analyst	\$ _____
Senior Grant Manager	\$ _____
Engineer I (Junior)	\$ _____
Engineer II (Mid)	\$ _____
Engineer III (Senior)	\$ _____
Surveyor	\$ _____
Debris Project Manager	\$ _____
Debris Operations Manager	\$ _____
Debris Monitor	\$ _____
Debris Supervisor	\$ _____
Scheduler	\$ _____
Emergency Management Consultant	\$ _____
Senior Emergency Management Consultant	\$ _____
Executive Emergency Management Consultant	\$ _____
Other: _____	\$ _____

Non-labor expenses shall be invoiced to the County in the following manner:

- 1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up and with approved documentation;
- 2) Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov;
- 3) Meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required);
- 4) Mileage shall be invoiced at the federally published rate;
- 5) Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
- 6) Other required non-labor expenses as may be applicable to the project and pre-approved by the County shall be invoiced at cost only; no markup allowed and with approved documentation.

CFR 200 Compliance Language

1. **Subcontractors** – If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County’s request, provide all internal sub-contractor documentation for federal reimbursement review.
2. **Procurements** – While assisting the County with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

3. **Vendor Billing** – The winning vendor will be engaged in direct project work, therefore, indirect billing is not anticipated and must be pre-approved by the County. All direct project costs will concisely billed to specific project codes established by the County. Vendor invoices will categorized by: project code and must include:

- Name,
- Position
- Billing rate
- Total hours, and
- Costs

Invoices must include specific project time and expense backup to include concise employee comments of tasks accomplished which must be appropriate to the position and billing rate.

All inclusive – The above 2 CFR 200 requirements have been identified as being the most relevant provisions which will affect the County and vendor while executing the project. However, the vendor is responsible for compiling with 2 CFR 200 in its entirety throughout the project lifecycle.

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Section – G

SOLICITATION OFFER & AWARD

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RICHLAND COUNTY GOVERNMENT COLUMBIA SOUTH CAROLINA 29224-1002

SOLICITATIONS, OFFERS AND AWARDS

(SUPPLIES, GOODS, EQUIPMENT, SERVICES)

*******SOLICITATION INFORMATION*******

1. SOLICITATION: # RC-651-P-2016	4. Description: Consulting & Representation Services-Disaster Rec
2. ISSUE DATE: 10-29-2015	6. Pre-Solicitations Conference: None
3. CONTACT INFORMATION SHOWN BELOW	Time: n/a
PROCUREMENT AGENT: Cheryl Patrick, CPPB	Day: n/a
Fax (803) 576-2133	Date: n/a
Email: patrickc@rcgov.us	
5. SUBMIT SOLICITATIONS TO: RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING 2020 HAMPTON STREET SUITE 3064 (Third Floor) COLUMBIA SOUTH CAROLINA 29204-1002	Location: n/a

6a. Submission Deadline: Day: **Monday** Date: **November 16, 2015** Time: **3:00pm Local Time**

7. Submit Sealed Solicitations: One (1) Original – Four (4) Copies and at least one electronic of the original by: Compact Disc (CD) or Flash Memory Data Storage Device (Flash Drive).
Additionally: Five (5) hard copies of "Attachment A – RC-651-2016" in a Separate Sealed Envelope.

8. Firm Offer Period: Three hundred sixty-five (365) calendar days

9. This solicitation consists of Section "A" through Section "G" to include all addendum's

OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)

10. Check Appropriate Boxes

<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship
Trading under Trade Name of:			
<input type="checkbox"/> African-American Female (AAF)	<input type="checkbox"/> Hispanic Female (HF)	<input type="checkbox"/> White Female (WF)	
<input type="checkbox"/> African-American Male (AAM)	<input type="checkbox"/> Hispanic Male (HM)	<input type="checkbox"/> Other:	
<input type="checkbox"/> Asian Female (AF)	<input type="checkbox"/> Native American Female (NAF)		
<input type="checkbox"/> Asian Male (AM)	<input type="checkbox"/> Native American Male (NAM)		

11. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30

12. OFFER: In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in above, to furnish any or all requested in this solicitation as and specified.

13. Name and address of Entity (Type or print): e-mail: Telephone #: Fax #: Federal Identification #:	14. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print):
	15. Signature of Agent & Date
	16. Subscribed and sworn to me This day of My commission expires: (Title)
	SEAL <i>(Must be notarized by a Notary Public)</i>

AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)

17. Approval Date:	18. Award:	19. Contract #:
20. Contracting Officer: Cheryl D. Patrick, CPPB	21. Signature:	22. Award Date:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 045-15HR

AN EMERGENCY ORDINANCE IN RESPONSE TO CATASTROPHIC FLOODING
IN RICHLAND COUNTY

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

SECTION I.

WHEREAS, Richland County Code of Ordinances; Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31 provides:

- (a) An emergency ordinance may be enacted only to meet public emergencies affecting life, health, safety, or the property of the people. Such an ordinance may not levy taxes, grant, renew or extend a franchise nor may it impose or change a service rate.
- (b) Each emergency ordinance shall contain a declaration that an emergency exists, defining the emergency, and shall be entitled an "Emergency Ordinance."
- (c) Emergency ordinances require no readings or prior publications before adoption by county council.
- (d) Emergency ordinances require a two-thirds (2/3) affirmative vote of members present for adoption.
- (e) An emergency ordinance is effective immediately on the date of adoption and shall expire automatically on the sixty-first day following the date of enactment.
- (f) The clerk of council shall be responsible for indexing and providing for compilation of the emergency ordinance adopted and shall, with the county attorney's assistance, cause a copy of the emergency ordinance to be filed in the office of the clerk of court; and

WHEREAS, pursuant to Richland County Code of Ordinances; Chapter 2, Administration, Article V, County Departments, Division 5, Public Safety, Section 2-228, the Chairman of the Richland County Council issued an **EMERGENCY DISASTER DECLARATION** effective from 7:00 A.M. on October 4, 2015, and continuing until a date and time to be determined in response to excessive rainfall and flooding throughout Richland County; and

WHEREAS, this disaster endangers lives and property in Richland County due to the potential for flash flooding, long term flooding, downed trees and power lines and other emergency situations; and

WHEREAS, actions which may be taken during this DECLARATION include: directing an evacuation of affected areas, implementing Emergency Shelter Activation, requesting assistance from the State Emergency Management Division and the implementation of Emergency Procurement policies to purchase necessary equipment and supplies to deal with this emergency;

NOW, THEREFORE, COUNTY COUNCIL hereby enacts this EMERGENCY ORDINANCE effective immediately and expiring automatically on the sixty-first day following the date of enactment, said EMERGENCY ORDINANCE to include and authorize the following:

1. The County Administrator is hereby authorized to engage the services of Ash Britt Environmental to assist with and to carry out disaster relief, mitigation and recovery efforts in Richland County.
2. The County Administrator is hereby authorized to engage the services of emergency and disaster response monitors to ensure that the emergency response providers retained by the County comply with all requirements for such activities.
3. In carrying out these emergency activities, the County Administrator is hereby authorized to use County funding sources to include County reserve funds in an amount up to One Million Five Hundred Thousand and 00/100s (\$1,500,000.00).

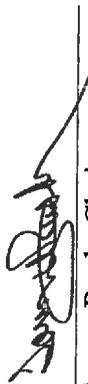
4. The County Administrator is hereby authorized to seek whatever federal, state or other reimbursements may be available to counties in emergency or disaster situations.

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 October 6, 2015.

RICHLAND COUNTY COUNCIL

BY: 
Torrey Rush, Chair

ATTEST THIS THE 6th DAY

OF October, 2015


Monique McDaniel
Clerk of Council


Richland County Attorney's Office
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Richland County Council Request of Action

Subject: Palmetto Health JEDA Bond Issuance

A. Purpose

County Council is requested to hold a joint public hearing with the South Carolina Jobs-Economic Development Authority (“JEDA”) in connection with JEDA’s issuance of not exceeding \$240,000,000 Hospital Revenue Bonds, in one or more series (the “Bonds”), to benefit Palmetto Health.

County Council is also requested to adopt a resolution supporting the bond issuance as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”).

B. Background / Discussion

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

Palmetto Health is a nonprofit corporation (the “Corporation”) which leases and operates Palmetto Health Richland Memorial Hospital, Palmetto Health Baptist Medical Center - Columbia and Palmetto Health Baptist Parkridge, all of which are located in Richland County, South Carolina (the “County”) as unincorporated divisions of the Corporation. The Corporation also employs practicing physicians and owns or operates numerous other facilities offering preventive, ambulatory, specialty, home care, secondary, tertiary, and hospice services. The Corporation serves approximately 1,000,000 residents in and around the County.

An affiliate of the Corporation is acquiring certain assets of Tuomey d/b/a Tuomey Healthcare System and Tuomey Medical Professionals (the “Tuomey Assets”) which are located in Sumter County, South Carolina (“Sumter County”).

The Corporation has requested that JEDA issue a series of its taxable economic development revenue bonds in the aggregate principal amount of not exceeding \$120,000,000 (the “Taxable Bonds”) and to lend the proceeds of the sale of such bonds to the Corporation or its affiliate to:

1. Finance or refinance the acquisition of the Tuomey Assets all constituting hospital facilities located in Sumter County;
2. Refund all or a portion of the (i) \$67,500,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010A (the “Series 2010A Bonds”), (ii) \$47,500,000 maximum principal amount South Carolina Jobs-Economic Development Authority

Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010B (the “Series 2010B Bonds”), (iii) \$10,000,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010C (the “Series 2010C Bonds”), (iv) \$90,000,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010D (the “Series 2010D Bonds”) and (v) \$18,085,000 South Carolina Jobs-Economic Development Authority Revenue Refunding Bonds (Palmetto Health), Series 2014A (the “Series 2014A Bonds” and, together with the Series 2010A Bonds, the Series 2010B Bonds, the Series 2010C Bonds and the Series 2010D Bonds, the “Prior Bonds”), all previously issued to finance or refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in the County;

3. Finance or refinance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in the County and Sumter County;
4. Fund debt service reserve funds if necessary or advisable; and
5. Pay fees and expenses of issuing the Taxable Bonds and refunding the Prior Bonds.

The Corporation has also requested that JEDA issue a series of its tax-exempt economic development revenue bonds in the aggregate principal amount of not exceeding \$120,000,000 (the “Tax-Exempt Bonds”) and to lend the proceeds of the sale of such bonds to the Corporation or its affiliate to:

1. Refund all of the Taxable Bonds or refinance any taxable loan used to finance the acquisition of the Tuomey Assets;
2. To the extent not refunded by the Taxable Bonds, refund all or a portion of the Prior Bonds;
3. Finance or refinance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in the County and Sumter County;
4. Fund debt service reserve funds if necessary or advisable; and
5. Pay fees and expenses of issuing the Tax-Exempt Bonds and refunding the Taxable Bonds and the Prior Bonds, if applicable.

The Corporation anticipates that the assistance of JEDA through the issuance of the Bonds and the loan of the proceeds thereof to the Corporation or its affiliate for such purposes will result in the direct or indirect maintenance of permanent employment in the County and adjacent areas for approximately 10,499 people.

A draft Resolution in support of the issuance of the Bonds is submitted with this request for action as Appendix I.

C. Legislative / Chronological History

This is a request initiated by the Corporation; therefore, there is no legislative history.

D. Financial Impact

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

E. Alternatives

1. Approve the request to support the County’s issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act and hold a joint public hearing with JEDA in connection with the Bonds.

2. Do not approve the request to support the County’s issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act and do not hold a joint public hearing with JEDA in connection with the Bonds.

F. Recommendation

It is recommended that County Council support the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act and hold a joint public hearing with JEDA in connection with the Bonds.

Recommended by: David Kates, Chapman and Cutler LLP Title: Bond Counsel Date: 11/6/15

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

RESOLUTION

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT TO EXCEED \$240,000,000 HOSPITAL REVENUE BONDS, TO BE ISSUED IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

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

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

WHEREAS, the Authority and Palmetto Health, a South Carolina nonprofit corporation (the “Corporation”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Fiscal Accountability Authority of South Carolina, Richland County, South Carolina (“Richland County”) and Sumter County, South Carolina (“Sumter County” and, together with Richland County, the “Counties”) as may be required by law, to issue (A) not to exceed \$120,000,000 aggregate principal amount of its taxable Hospital Revenue Bonds (Palmetto Health), in one or more series (the “Taxable Bonds”), under and pursuant to Section 41-43-110 of the Act (i) to finance or refinance the acquisition of certain assets of Tuomey d/b/a Tuomey Healthcare System and Tuomey Medical Professionals which are located in Sumter County, South Carolina (the “Tuomey Acquisition”), (ii) to refund all or a portion of the (1) \$67,500,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010A (the “Series 2010A Bonds”), (2) \$47,500,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010B (the “Series 2010B Bonds”), (3) \$10,000,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010C (the “Series 2010C Bonds”), (4) \$90,000,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010D (the “Series 2010D Bonds”) and (v) \$18,085,000 South Carolina Jobs-Economic Development Authority Revenue Refunding Bonds (Palmetto Health), Series 2014A (the “Series 2014A Bonds” and, together with the Series 2010A Bonds, the Series 2010B Bonds, the Series

2010C Bonds and the Series 2010D Bonds, the “Prior Bonds”), all previously issued to finance or refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in Richland County, (iii) to finance or refinance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in Richland County and Sumter County (the “Project”); (iv) to fund one or more debt service reserve funds, if deemed necessary or advisable by the Authority or the Corporation, and (v) to pay fees and expenses incurred in connection with the issuance of the Taxable Bonds and the refunding of the Prior Bonds; (B) not to exceed \$120,000,000 aggregate principal amount of its tax-exempt Hospital Revenue Bonds (Palmetto Health), in one or more series (the “Tax-Exempt Bonds”), under and pursuant to Section 41-43-110 of the Act (i) to refund the Taxable Bonds or refinance any taxable loan used to finance the Tuomey Acquisition, (ii) to refund all or a portion of the Prior Bonds, to the extent not refunded by the Taxable Bonds, (iii) to finance or refinance the Project; (iv) to fund one or more debt service reserve funds, if deemed necessary or advisable by the Authority or the Corporation, and (v) to pay fees and expenses incurred in connection with the issuance of the Tax-Exempt Bonds and the refunding of the Taxable Bonds and the Prior Bonds, if applicable; and

WHEREAS, the Corporation is projecting that the assistance of the Authority by the issuance of the Bonds will result in the direct or indirect maintenance of permanent employment in Richland County and adjacent areas for approximately 10,499 people; and

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

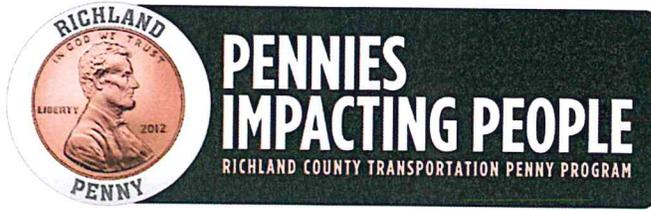
NOW THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, as follows:

SECTION 1. As required by the Act, it is hereby found, determined and declared that (a) the financing or refinancing of the Project and the refunding of the Prior Bonds and the Taxable Bonds will subserve the purposes of the Act; (b) the financing or refinancing of the Project and the refunding of the Prior Bonds and the Taxable Bonds is anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the financing or refinancing of the Tuomey Acquisition and the Project and the refunding of the Prior Bonds and the Taxable Bonds (the “Financing Purposes”) will give rise to no pecuniary liability of Richland County or a charge against its general credit or taxing power; (d) the amount of bonds required to finance the Financing Purposes is not to exceed \$240,000,000 (based on such information as provided by the Corporation); and (e) the documents to be delivered by the Corporation and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Corporation shall maintain the facilities financed or refinanced with the proceeds of the Bonds and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to finance the Financing Purposes.

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

DRAFT



November 30, 2015

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: 2015 DIRT ROAD PAVING – JOUSTER STREET
Project Number: PDT-431-IFB-2015

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, November 18, 2015 at the Richland County Office of Procurement at 2020 Hampton Street for the Jouster Street Dirt Road Paving Project. Two bids were received Certified Richland County SLBE firm via the County's Sheltered Market Program.

The bids were as follows:

Armstrong Contractors, LLC	\$137,603.50
Taylor Brothers Construction	\$195,648.60

The Engineer's Estimate for this project was \$165,728.46 with the low bid being well within the estimate.

The project is funded by the Richland County Transportation Penny and was offered via the County's Sheltered Market Program exclusively to SLBE businesses. A Mandatory Pre-Bid Conference was held on November 4, 2015 during which a number of SLBE firms attended to gain information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached for your use indicating attendance of at least ten (10) SLBE Certified firms.

Further review shows that Armstrong is duly licensed in South Carolina to perform this work. A copy of their license and SLBE Certification Certificate is attached.

Attached is a final bid tab sheet for your reference which indicates the low bid to be within the Engineer's Estimated Cost for the project. A review of the contract with the low bid shows a commitment of 100.0% utilization of Small Local Business Enterprise (SLBE) companies which meets the goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Armstrong Contractor's, LLC. It is further recommended that the approval of the award also include a 10% contingency of \$13,760.35.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Certified Bid Tab

Pre-Bid Sign In Sheet

Engineer's Estimate Comparison

Armstrong License Confirmation

Armstrong SLBE Certificate

Armstrong SLBE Participation Sheet



Sign-In Sheet

Project: Mandatory Pre-Bid – Dirt Road Paving PDT-431-IFB-2015

Date: November 4, 2015

Meeting Time: 10:00 A.M.

Location: Richland Penny Conference Room – 201 Arbor Lake Drive

	NAME	ORGANIZATION	EMAIL	PHONE
1	Dale Collier	Richland PDT	dcollier@richlandpenny.com	803-917-6258
2	Michael Armstrong	Armstrong Contractors	mike@armstrongcontractors.com	788-1190
3	Collier Taylor	Taylor Bros	Collier@TaylorBrothersSC.com	776 5113
4	Leonard Johnson	PGC & E	LJohnson@pgce.biz	(803) 622-8103
5	Frank Mitchell	ORION Construction	orionmitch@aol.com	803 622-8695
6	Betty Price	CARBRA Construction & Design	betty@carbradesign.com	803-445-9150
7	PETE PROLEAU	JWP CONST. OF SC	PPROLEAU@SC.RR.COM	528 5285
8	Barry Aiken	PLANS UNLIMITED Construction	BMAIKEN@PLANSUNLIMITEDLLC.COM	803-553-2080
9	David Beaty	Richland PDT	dbeaty@richlandpenny.com	726-6159
10	Perry Mayhew	Richland PDT	pmayhew@richlandpenny.com	726-3576
11	Chris Gossett	Richland County	gossettc@rcgov.us	726-6170
12	Kevin Corley	CL Construction	CLconstruction2013@bellsouth.net	754-7100
13	Todd P. Corley	Corley Const	CorleyConst88915@bellsouth.net	513-1209

513-1209



Sign-In Sheet

Project: Mandatory Pre-Bid – Dirt Road Paving PDT-431-IFB-2015

Date: November 4, 2015

Meeting Time: 10:00 A.M.

Location: Richland Penny Conference Room – 201 Arbor Lake Drive

	NAME	ORGANIZATION	EMAIL	PHONE
14	ROSS TILTON	RICHLAND PDT	rtilton@richlandpenny.com	803 477-2377
15	GERALD WALKER	RICHLAND PDT	gwalker@richlandpenny.com	803-669-4588
16	Sonny Timmerman	Richland PDT	stimmerman@richlandpenny.com	726-6162
17	BEN W. LEWIS	PDT	blewis@richlandpenny.com	
18	Brenda Parnell	OSBO	Parnellb@rcgov.us	576-1544
19	KRISTEN HUTTO	OSBO	huttok@rcgov.us	576-1545
20	GLORIA CYPRIAN TANNER	OSBO / CBC	gtanner@CBCLLC-US.com tannerq@rcgov.us	733-1607
21	Matt Hines	Dennis Corporation	mhines@denniscorporation.com	227-8558
22	FRANK HEIBAR	" "	FHEIBAR@DENNIS CORPORATION.COM	252-0991
23	Shawn Salley	Richland County	salleySZ@rcgov.us	803 726 6149
24	Brian King	Richland PDT	bking@richlandpenny.com	803 351-5209
25	Reed Rogers	AOS Specialty Cont.	mike@aoss.org	803-798-6831
26	Randy Roberts	Richland PDT	RROBERTS@RICHLAND PENNY.COM	803-726-6165
27	George Holliday	LJHolliday LLC	ljholliday7@gmail.com	803 319-4553

Scott Jordan Armstrong

513-9254

scott@armstrongcontractors.com

George Holliday

gholliday7@gmail.com 803 309-4553

Janet Jones

~~SSA~~ j Jones@richlandperry.com

Jouster Street - Dirt Road Paving

DATE: 11/19/2015

BID FORM

Engineer Est.

Pay Item	Description	Quantity	Unit	Cost/Unit	Engineer Est.		Armstrong		Taylor Bros	
					Total	Cost/Unit	Total	Cost/Unit	Total	Cost/Unit
1031000	Mobilization	1	LS		\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
1032010	Bonds and Insurance	1	LS		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
1050800	Construction Stakes, Lines and Grade	1	LS		\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
1071000	Traffic Control	1	LS		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2012000	Clearing and Grubbing within Roadway	1	LS		\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2012050	Clearing and Grubbing Drainage Easement	1	LS		\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2027000	Removal and Disposal of Existing Concrete	0.25	CY		\$ 2,750.00	\$ 687.50	\$ 687.50	\$ 1,000.00	\$ 250.00	\$ 250.00
2031000	Unclassified Excavation	180	CY		\$ 30.00	\$ 5,400.00	\$ 5,400.00	\$ 15.00	\$ 2,700.00	\$ 2,700.00
2081001	Fine Grading	2,036	SY		\$ 1.50	\$ 3,054.00	\$ 3,054.00	\$ 22.00	\$ 44,792.00	\$ 44,792.00
3050104	Graded Aggregate Base Course (4" uniform)	268	SY		\$ 20.00	\$ 5,360.00	\$ 5,360.00	\$ 25.00	\$ 6,700.00	\$ 6,700.00
3069900	Maintenance Stone	10	TON		\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 500.00
3071080	Cement Stabilized Earth Base Course (8" uniform)	1,295	SY		\$ 14.00	\$ 18,130.00	\$ 18,130.00	\$ 10.00	\$ 12,950.00	\$ 12,950.00
3072000	Portland Cement for Cement Stab. Earth Base Course	33	TON		\$ 150.00	\$ 4,950.00	\$ 4,950.00	\$ 300.00	\$ 9,900.00	\$ 9,900.00
N4011004	Liquid Asphalt Binder PG64-22	13	TON		\$ 572.00	\$ 7,436.00	\$ 7,436.00	\$ 618.00	\$ 8,034.00	\$ 8,034.00
04030340	Hot Mix Asphalt Surface Course Type C	207	TON		\$ 105.00	\$ 21,735.00	\$ 21,735.00	\$ 72.00	\$ 14,904.00	\$ 14,904.00
04051120	Permanent Construction Signs (Ground mounted)	96	SF		\$ 12.00	\$ 1,152.00	\$ 1,152.00	\$ 4.85	\$ 465.60	\$ 465.60
04271025	24" White solid lines (Stop/Diag lines) - Thermo. 125 Mil	12	LF		\$ 50.00	\$ 600.00	\$ 600.00	\$ 19.50	\$ 234.00	\$ 234.00
6301100	Permanent Yellow Pavement Markers Bi-Dir. - 4" x 4"	14	EA		\$ 25.00	\$ 350.00	\$ 350.00	\$ 48.00	\$ 672.00	\$ 672.00
6510105	Flat Sheet, type III, fixed size & msg. sign	7	SF		\$ 200.00	\$ 1,400.00	\$ 1,400.00	\$ 2,709.00	\$ 18,963.00	\$ 18,963.00
6531210	U-section embed & post for sign support - 3P	12	LF		\$ 150.00	\$ 1,800.00	\$ 1,800.00	\$ 72.00	\$ 864.00	\$ 864.00
7101852	Concrete key - thickened edge	73	LF		\$ 60.00	\$ 4,380.00	\$ 4,380.00	\$ 20.00	\$ 1,460.00	\$ 1,460.00
7143618	18" Smooth wall pipe	448	LF		\$ 25.00	\$ 11,200.00	\$ 11,200.00	\$ 30.00	\$ 13,440.00	\$ 13,440.00
7149999	Cleaning existing pipe	300	LF		\$ 12.00	\$ 3,600.00	\$ 3,600.00	\$ 15.00	\$ 4,500.00	\$ 4,500.00
7191250	Catch basin - Type 9 MH	3	EA		\$ 3,500.00	\$ 10,500.00	\$ 10,500.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
7192205	24" x 24" Junction box	1	EA		\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8072000	Reset Chain-Link Fence	240	LF		\$ 14.00	\$ 3,360.00	\$ 3,360.00	\$ 6.00	\$ 1,440.00	\$ 1,440.00
8091010	Right of Way marker (rebar and cap)	11	EA		\$ 100.00	\$ 1,100.00	\$ 1,100.00	\$ 40.00	\$ 440.00	\$ 440.00
8100001	Permanent Vegetation	0.81	MSY		\$ 3,000.00	\$ 2,424.00	\$ 2,424.00	\$ 2,500.00	\$ 2,020.00	\$ 2,020.00
8152004	Inlet Structure Filter - type F (weighted)	96	LF		\$ 10.00	\$ 960.00	\$ 960.00	\$ 20.00	\$ 1,920.00	\$ 1,920.00
8153000	Silt fence	700	LF		\$ 5.00	\$ 3,500.00	\$ 3,500.00	\$ 5.00	\$ 3,500.00	\$ 3,500.00
8156490	Stabilized Construction Entrance	550	SY		\$ 5.50	\$ 3,025.00	\$ 3,025.00	\$ 10.00	\$ 5,500.00	\$ 5,500.00
TOTAL BASE ESTIMATE					\$	165,728.46	\$	137,603.50	\$	195,648.60

*** The qualifier on this license can be verified on our website at <https://verify.llronline.com/LicLookup/LookupMain.aspx> ***
LICENSE RENEWALS: Licenses expire on 10/31/20xx of every even-numbered year. Renewal website: <https://renewals.llronline.com/RegLogin.asp> - only available during the renewal year between the months of July - January 31. After renewals are over in January, the portal is closed and licenses not renewed must be reinstated by submitting an initial application, Doc #165, from our website, www.llronline.com/pol/contractors, with a current financial statement and fee. Visit our website at <http://www.llronline.com/pol.asp> for all available online services.

*** **USERID:** 1882739 - **PASSWORD:** 794800 ***

LICENSE NUMBER: G107878

CCB 1009863

CCB 1009863

State of South Carolina
Department of Labor, Licensing and Regulation
Contractor's Licensing Board
Certifies

ARMSTRONG CONTRACTORS LLC
600 LONGTOWN RD
COLUMBIA SC 29229-0018

as a
GENERAL CONTRACTOR

Date of Issue: 11/01/2014
Expiration Date: 10/31/2016
Initial License Date: 01/28/2003

Roger Lowe
Administrator

LICENSE NUMBER: G107878

ARMSTRONG CONTRACTORS LLC
is Licensed in the Classification(s) and Group# Limitation of:

AP5 WLS

License Contract Group# Limitations:
Group #1 - \$30,000 Group #3 - \$350,000
Group #2 - \$100,000 Group #4 - \$750,000
Group #5 - \$Unlimited

(The number after the 2-letter classification above is your Group#)
(See back of card for the 2-letter classification abbreviations)

*** **BOTH PORTIONS OF THE ABOVE POCKETCARD MUST BE PRESENTED AT ALL TIMES** ***

WALL CERTIFICATE BELOW:

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD
LICENSE CERTIFICATE

CCB 1009863

This license certifies that:

ARMSTRONG CONTRACTORS LLC
600 LONGTOWN RD
COLUMBIA SC 29229-0018

Has given satisfactory evidence of the necessary qualifications required by the laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

For the Classification(s) and Group Limitation shown below:

AP5 WLS

License Number: G107878
Date of Issue: 11/01/2014
Expiration Date: 10/31/2016
Initial License Date: 01/28/2003

License Contract Group# Limitations:
(The number after the 2-letter classification above is your Group#)
Group #1 - \$30,000 Group #3 - \$350,000
Group #2 - \$100,000 Group #4 - \$750,000
Group #5 - \$Unlimited

Roger Lowe
Administrator

Armstrong Contractors, LLC
Richland County
Small Local Business Enterprises
Certificate

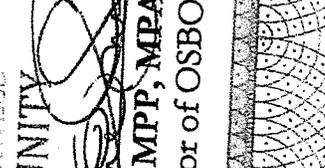
Valid Until March 23, 2017

NAICS: 238910

Certified for: Site Preparation Contractors

Issued: March 23, 2015

Richland County Office of
SMALL BUSINESS
OPPORTUNITY


Justine Jones, MPP, MPA
Assistant Director of OSBO

(14) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>
 The goal for contracting work to SLBE subcontractors is 83 %

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%202019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
Armstrong Contractors PO Box 291053 Columbia SC 29229	Armstrong	All Tasks	100%

¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

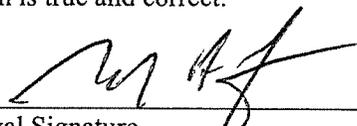
² Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

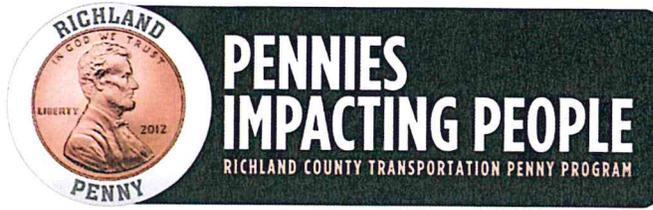
I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 9 day of Nov, 2015.

Armstrong Contractors
 Company


 Legal Signature

Notary Public for Linda Hood My Commission Expires: 124 2016



November 30, 2015

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Sidewalk Package S-1
PDT-413-IFB-2015

Dear Mr. Perry:

A bid opening was held at 3:00 PM on Wednesday, November 18, 2015 at the Richland County Office of Procurement at 2020 Hampton Street for the Sidewalk Package S-1 Project. Two bids were received from Certified Richland County SLBE's via the County's Sheltered Market Program.

The project is funded by the Richland County Transportation Penny and was offered via the County's Sheltered Market Program exclusively to SLBE businesses. A Mandatory Pre-Bid Conference was held on November 4, 2015 during which a number of SLBE firms attended to gain information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached for your use indicating attendance of at least ten (10) SLBE Certified firms.

The bids as received were as follows:

CBD, Incorporated	\$ 90,322.00
Armstrong Contractors, LLC	\$ 93,670.79

After further review, it was determined that CBD's total price added up to \$ 125,322.00 rather than the \$90,322.00 as written on the bid form. Item 1. of the Project Manual's General Provisions states that "unit prices will govern over extended prices unless otherwise stated in this bid evaluation". After applying the unit prices for both Contractors the bids were calculated as follows:

Armstrong Contractors, LLC	\$ 93,670.10
CBD, Incorporated	\$ 125,322.00

The Engineer's Estimate for this project was \$120,385.56 with the low bid being well within the estimate.

Further review shows that Armstrong Contractors, LLC is duly licensed in South Carolina to perform this work. A copy of their license and SLBE Certification Certificate is attached.

Attached is a final bid tab sheet for your reference which indicates the low bid to be within the Engineer's Estimated Cost for the project. A review of the contract with the low bid shows a commitment of 100.0% utilization of Small Local Business Enterprise (SLBE) companies which meets the goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Armstrong Contractors, LLC. It is further recommended that the approval of the award also include a 10% contingency of \$9,367.01.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Forms – Armstrong & CBD

Certified Bid Tab

Pre-Bid Sign In Sheet

Engineer's Estimate Comparison

Armstrong License Confirmation

Armstrong SLBE Certificate

Armstrong SLBE Participation Sheet

SIDEWALK PACKAGE S-1
WILDWOOD AVE.,
WINDOVER ST.

BAMS #	DESCRIPTION	UNITS	Wildwood Avenue	Windover Street	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	NEC.	NEC.	3,300.00	6,600.00
1050800	CONS. STAKES, LINES AND GRADES	LS	NEC.	NEC.	NEC.	2,200.00	4,400.00
1071000	TRAFFIC CONTROL	LS	NEC.	NEC.	NEC.	2,750.00	5,500.00
2014000	SELECTED CLEARING AND GRUBBING	LS	NEC.	NEC.	NEC.	2,750.00	5,500.00
2022000	REMOVAL AND DISPOSAL OF ITEM # 7209000 (EXISTING H.C. RAMP)	EA	1.00	-	1.00	1650.00	1,650.00
2024100	REMOVAL AND DISPOSAL OF EXISTING CURB	LF	13.00	5.00	18.00	110.00	1980.00
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVING	SY	167.00	60.00	227.00	16.50	3745.50
2027000	REMOVAL AND DISPOSAL OF EXISTING CONCRETE PAVING	CY	1.00	0.44	1.44	550.00	792.00
2031000	UNCLASSIFIED EXCAVATION	CY	49.00	46.00	95.00	30.00	2849.72
3069900	MAINTENANCE STONE	TON	40.00	20.00	60.00	27.50	1650.00
4012060	FULL DEPTH ASPHALT PATCH (UP TO 6")	SY	78.00	-	78.00	38.50	3003.00
6051120	PERM. CONS SIGNS (GRND MOUNTED)	SF	96.00	96.00	192.00	11.00	2112.00
6271010	4" WHITE SOLID LINES THERMOPLASTIC 90 MIL.	LF	1300.00	-	1300.00	5.50	7150.00
6271015	8" WHITE SOLID LINES (CROSSWALK & CHANNELIZATION) THERMOPLASTIC 125 MIL.	LF	216.00	-	216.00	13.20	2851.20
6251025	24" WHITE SOLID LINES (STOP/DIAG LINES) THERMOPLASTIC 125 MIL.	LF	12.00	-	12.00	137.50	1650.00
7197140	ADJUST UTILITY BOX (REMOVE & RESET UTILITY BOX COVER FLUSH W/ CONC. SIDEWALK)	EA	-	3.00	3.00	110.00	330.00
7203110	CONCRETE C & G (1'-6") VERT	LF	-	427.00	427.00	13.20	5,636.40
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	280.00	207.00	487.00	35.00	17,045.97
7204200	PEDESTRIAN RAMP RETROFIT	EA	1.00	1.00	2.00	1100.00	2,200.00
7204600	CONCRETE SIDEWALK (6" UNIFORM)	SY	95.00	47.00	142.00	40.00	5,680.00
7204900	DETECTABLE WARNING SURFACE	SF	20.00	10.00	30.00	50.00	1500.00
8081000	MOVING ITEM 1 - RELOCATE EXISTING SIGN	EA	-	1.00	1.00	275.00	275.00
8081000	MOVING ITEM 2 - RELOCATE EXISTING SIGN	EA	-	1.00	1.00	275.00	275.00
8081000	MOVING ITEM 3 - RELOCATE EXISTING SIGN	EA	-	1.00	1.00	275.00	275.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.05	0.03	0.08	27,500.00	2,200.00
8152007	SEDIMENT TUBES (INLET PROTECTION)	LF	25.00	25.00	50.00	19.80	990.00

ARMSTRONG
 CONTRACTORS, LLC 2012

BAMS #	DESCRIPTION	UNITS	Wildwood Avenue	Windover Street	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
8153000	SILT FENCE	LF	50.00	50.00	100.00	8.80	880.00
8990410	MANHOLE LINER - (CLEAN AND PARGE EXISTING UTILITY BOX)	EA	-	3.00	3.00	1650.00	4,950.00
	TOTAL - DIRECT CONSTRUCTION					TOTAL	93,670.79

SIDEWALK PACKAGE S-1
WILDWOOD AVE.,
WINDOVER ST.

BAMS #	DESCRIPTION	UNITS	Wildwood Avenue	Windover Street	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	NEC.	NEC.	10,000.00	10,000.00
1050800	CONS. STAKES, LINES AND GRADES	LS	NEC.	NEC.	NEC.	10,000.00	10,000.00
1071000	TRAFFIC CONTROL	LS	NEC.	NEC.	NEC.	10,000.00	10,000.00
2014000	SELECTED CLEARING AND GRUBBING	LS	NEC.	NEC.	NEC.	5,000.00	5,000.00
2022000	REMOVAL AND DISPOSAL OF ITEM # 7209000 (EXISTING H.C. RAMP)	EA	1.00	-	1.00	1,000.00	1,000.00
2024100	REMOVAL AND DISPOSAL OF EXISTING CURB	LF	13.00	5.00	18.00	15.00	270.00
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVING	SY	167.00	60.00	227.00	15.00	3,405.00
2027000	REMOVAL AND DISPOSAL OF EXISTING CONCRETE PAVING	CY	1.00	0.44	1.44	150.00	216.00
2031000	UNCLASSIFIED EXCAVATION	CY	49.00	46.00	95.00	30.00	2,850.00
3069900	MAINTENANCE STONE	TON	40.00	20.00	60.00	70.00	4,200.00
4012060	FULL DEPTH ASPHALT PATCH (UP TO 6")	SY	78.00	-	78.00	55.00	4,290.00
6051120	PERM. CONS SIGNS (GRND MOUNTED)	SF	96.00	96.00	192.00	10.00	1,920.00
6271010	4" WHITE SOLID LINES THERMOPLASTIC 90 MIL.	LF	1300.00	-	1300.00	8.00	10,400.00
6271015	8" WHITE SOLID LINES (CROSSWALK & CHANNELIZATION) THERMOPLASTIC 125 MIL.	LF	216.00	-	216.00	12.00	2,592.00
6261025	24" WHITE SOLID LINES (STOP/DIAG LINES) THERMOPLASTIC 125 MIL.	LF	12.00	-	12.00	25.00	300.00
7197140	ADJUST UTILITY BOX (REMOVE & RESET UTILITY BOX COVER FLUSH W/ CONC. SIDEWALK)	EA	-	3.00	3.00	250.00	750.00
7209110	CONCRETE C & G (1'-6") VERT	LF	-	427.00	427.00	27.00	11,529.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	280.00	207.00	487.00	50.00	24,350.00
7204200	PEDESTRIAN RAMP RETROFIT	EA	1.00	1.00	2.00	1500.00	3,000.00
7204800	CONCRETE SIDEWALK (6" UNIFORM)	SY	95.00	47.00	142.00	75.00	10,650.00
7204900	DETECTABLE WARNING SURFACE	SF	20.00	10.00	30.00	50.00	1,500.00
081000	MOVING ITEM 1 - RELOCATE EXISTING SIGN	EA	-	1.00	1.00	500.00	500.00
081000	MOVING ITEM 2 - RELOCATE EXISTING SIGN	EA	-	1.00	1.00	500.00	500.00
081000	MOVING ITEM 3 - RELOCATE EXISTING SIGN	EA	-	1.00	1.00	500.00	500.00
100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.05	0.03	0.08	20,000.00	1,600.00
152007	SEDIMENT TUBES (INLET PROTECTION)	LF	25.00	25.00	50.00	10.00	500.00

IAMS #	DESCRIPTION	UNITS	Wildwood Avenue	Windsor Street	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
153000	SILT FENCE	LF	50.00	50.00	100.00	5.00	500.00
990410	MANHOLE LINER - (CLEAN AND PARGE EXISTING UTILITY BOX)	EA	-	3.00	3.00	1000.00	3,000.00
TOTAL - DIRECT CONSTRUCTION						TOTAL	90,322.00



Sign-In Sheet

Project: Mandatory Pre-Bid – Sidewalk Package S-1 PDT-413-IFB-2015

Date: November 4, 2015

Meeting Time: 2:00 P.M.

Location: Richland Penny Conference Room – 201 Arbor Lake Drive

	NAME	ORGANIZATION	EMAIL	PHONE
1	Brenda Parnell	OSBO	Parnellb@rcgov.us	576-1544
2	Kristen Hutto	OSBO	huttok@rcgov.us	576-1545
3	Bryan Rembert	IPW	brembert@ipwco.com	(803) 460-0447
4	Dale Collier	Richland PDT	dcollier@richlandpenny.com	(803) 917-6258
5	Amanda Rice	" "	arice@richlandpenny.com	726-3575
6	Michael Armstrong	ARMSTRONG CONTRACTORS	mike@armstrongcontractors.com	788-1180
7	Lonnire	CBD INC.	lonnire@CBOSC.com	803-353-2861 cell - 960-1764
8	Laina W. Faber	FABER ENTERPRISES	laina.faber@faberenterprises.com	(646) 623-5998
9	R. Scott Mangus	PDT	smangus@richlandpenny.com	(760) 899-9786
10	Perry Mayhew	PDT	Pmayhew@richlandpenny.com	726-3576
11	Shawn Salley	Richland County	salleys2@rcgov.us	803 726-6144
12	CLEM WATSON	PDT	CWATSON@RICHLANDPENNY.COM	803-726-6170
13	David Beatty	Richland PDT	dbeatty@richlandpenny.com	726-6159
	ROSS TILTON	RICHLAND PDT	rtilton@richlandpenny.com	477-2377



Sign-In Sheet

Project: Mandatory Pre-Bid – Sidewalk Package S-1 PDT-413-IFB-2015

Date: November 4, 2015

Meeting Time: 2:00 P.M.

Location: Richland Penny Conference Room – 201 Arbor Lake Drive

	NAME	ORGANIZATION	EMAIL	PHONE
14	Lee Faber	Faber Enterprises LLC	lee.faber@faberenterprises.com	803-364-7443
15	FRANK MITCHELL	ORION Construction	orionmitch@orion-con.com	622-8645
16	Brian King	Richland PDT	bking@richlandpenny.com	803-351-5287
17	GEORGE HOLLISAY	LJ HOLLISAY LLC	ljholliday7@gmail.com	803-319-4553
18	Barry Aiken	Plans Unlimited Construction	BMAIKEN@PLANSUNLIMITEDLLC.COM	803-553-2080
19	Todd Corley	Corley Construction	CorleyConst20915@earthlink.net	803-513-1269
20	Leonard Johnson	PGCE	Ljohnson@pgce.biz	(803) 622-8103
21	GERALD WALKER	RICHLAND POT	GWALKER@RICHLANDPENNY.COM	803-669-4588
22	Kevin Corley	CL construction	CLconstruction2013@hotmail.com	803-754-7100 803-513-8542
23	Willie Hamrick	Willies Welding works	williehamrick@gmail.com	803-738-5035
24	Sonny Timmerman	Richland PDT	stimmerman@richlandpenny.com	726-6162
25	Betty Price	CARBRA Construction and Design Inc	betty@carbra-design.com	803-445-9150
26				



Sign-In Sheet

Project: Mandatory Pre-Bid – Sidewalk Package S-1 PDT-413-IFB-2015

Date: November 4, 2015

Meeting Time: 2:00 P.M.

Location: Richland Penny Conference Room – 201 Arbor Lake Drive

	NAME	ORGANIZATION	EMAIL	PHONE
27	ANTHONY LAWRENCE	RC PPT	alawrence@bstonegroup.com	6145
28	GLORIA GYRIAN TANNER	OSBO/RC CBC	gtanner@rcqa.org	733-6607
29	Jane Plante	AOS Specialty Contractors	jane@aosscc.org	803-798-6831
30				
31				
32				
33				
34				
35				

*** The qualifier on this license can be verified on our website at <https://verify.llronline.com/LicLookup/LookupMain.aspx> ***
LICENSE RENEWALS: Licenses expire on 10/31/20xx of every even-numbered year. Renewal website: <https://renewals.llronline.com/RegLogin.asp> - only available during the renewal year between the months of July - January 31. After renewals are over in January, the portal is closed and licenses not renewed must be reinstated by submitting an initial application, Doc #165, from our website, www.llronline.com/pol/contractors, with a current financial statement and fee. Visit our website at <http://www.llronline.com/pol.asp> for all available online services.

*** **USERID: 1882739 - PASSWORD: 794800** ***

LICENSE NUMBER: G107878 CCB 1009863

CCB 1009863

State of South Carolina
Department of Labor, Licensing and Regulation
Contractor's Licensing Board
Certifies

LICENSE NUMBER: G107878

ARMSTRONG CONTRACTORS LLC
is Licensed in the Classification(s) and Group# Limitation of:

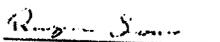
ARMSTRONG CONTRACTORS LLC
600 LONGTOWN RD
COLUMBIA SC 29229-0018

AP5 WL5

as a
GENERAL CONTRACTOR

Licensee Contract Group# Limitations:
Group #1 - \$30,000 Group #3 - \$350,000
Group #2 - \$100,000 Group #4 - \$750,000
Group #5 - \$Unlimited

Date of Issue 11/01/2014
Expiration Date 10/31/2016
Initial License Date: 01/28/2003


Administrator

(The number after the 2-letter classification above is your Group#)
(See back of card for the 2-letter classification abbreviations)

*** **BOTH PORTIONS OF THE ABOVE POCKETCARD MUST BE PRESENTED AT ALL TIMES** ***

DO NOT PRINT. CARD FROM A JOURNAL

WALL CERTIFICATE BELOW:

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD
LICENSE CERTIFICATE

CCB 1009863

This license certifies that:

ARMSTRONG CONTRACTORS LLC
600 LONGTOWN RD
COLUMBIA SC 29229-0018

Has given satisfactory evidence of the necessary qualifications required by the laws of the State of South Carolina and is duly qualified and entitled to practice as a:

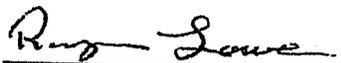
GENERAL CONTRACTOR

For the Classification(s) and Group Limitation shown below:

AP5 WL5

License Number: G107878
Date of Issue: 11/01/2014
Expiration Date: 10/31/2016
Initial License Date: 01/28/2003

License Contract Group# Limitations:
(The number after the 2-letter classification above is your Group#)
Group #1 - \$30,000 Group #3 - \$350,000
Group #2 - \$100,000 Group #4 - \$750,000
Group #5 - \$Unlimited


Administrator

Armstrong Contractors, LLC
Richland County
Small Local Business Enterprises
Certificate

Valid Until March 23, 2017
NAICS: 238910

Certified for: Site Preparation Contractors

Issued: March 23, 2015

Richland County Office of

SMALL BUSINESS
OPPORTUNITY


Justine Jones, MPP, MPA
Assistant Director of OSBO

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

The goal for contracting work to SLBE subcontractors is 100 %.

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%2019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
Armstrong Contractors Po Box 291053 Columbia, SC 29229		All Tasks	100%

1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

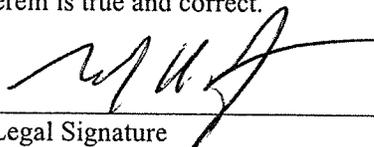
2 Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 17 day of Nov., 2014.

Armstrong Contractors LLC
 Company


 Legal Signature

Notary Public for sc My Commission Expires: 12-4-2016



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

A SECOND SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF RICHLAND COUNTY, SOUTH CAROLINA, HOSPITALITY TAX REVENUE BONDS, TAXABLE SERIES 2016, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000; DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

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

Section 1. Definitions. The terms in this Section 1 and all words and terms defined in the General Bond Ordinance (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this Second Supplemental Ordinance have the respective meanings given to them in the General Bond Ordinance and in Section 1 hereof.

“Bond Purchase Agreement” if any, shall mean a Bond Purchase Agreement relating to the sale of the Series 2016 Bonds, to be dated the date of execution and delivery thereof between the underwriter(s) and the County, as amended or supplemented thereto.

“First Supplemental Ordinance” shall mean Ordinance No. 014-13HR duly enacted by the Council on March 19, 2013, authorizing the issuance of the Series 2013 Bonds.

“General Bond Ordinance” shall mean Ordinance No. 013-03HR duly enacted by the Council on March 19, 2013, authorizing the issuance from time to time of Bonds.

“Interest Payment Date” shall mean April 1 and October 1 of each year, commencing October 1, 2016, or such other date as the County Administrator may determine pursuant to Section 4 hereof.

“Principal Payment Date” shall mean April 1 of each year, commencing April 1, 2017, or such other date as the County Administrator may determine pursuant to Section 4 hereof.

“Project” shall mean the design of, constructing of, equipping of and all other costs associated with a water park facility to be located in the County.

“Series 2013 Bonds” shall mean the \$14,940,000 Richland County Hospitality Tax Refunding Revenue Bonds, Series 2013, dated April 15, 2013.

“Series 2016 Bonds” shall mean the Richland County Hospitality Tax Revenue Bonds, Taxable Series 2016, in the aggregate principal amount of not exceeding \$20,000,000 authorized to be issued hereunder.

“Series 2016 Construction Fund” shall mean the fund of the same name established pursuant to Section 11 hereof.

“Series 2016 Debt Service Fund” shall mean the fund of the same name established pursuant to Section 10 hereof to provide for the payment of the principal of and interest on the Series 2016 Bonds.

“Underwriter” shall mean such investment banking firm or firms as selected by the County Administrator upon advice from the County’s Financial Advisor.

Section 2. Certain Findings and Determinations.

The Council hereby finds and determines:

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

(b) This Second Supplemental Ordinance supplements the General Bond Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance.

(c) The Series 2016 Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the General Bond Ordinance.

(d) The Hospitality Taxes pledged under the General Bond Ordinance are or will not be encumbered by any lien and charge thereon or pledge thereof, other than the pledge thereof created by the General Bond Ordinance, the First Supplemental Ordinance and this Second Supplemental Ordinance for the payment and security of the Series 2013 Bonds and the Series 2016 Bonds.

(e) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such an Event of Default.

(f) Pursuant to Section 4.10 of the General Bond Ordinance, the County may from time to time provide for the issuance of Bonds, the interest on which may be includable in gross income of the Holders of such Bonds for federal income taxation purposes.

(g) It is necessary and in the best interest of the County for the Council to authorize the issuance of the Series 2016 Bonds in the principal amount of not exceeding \$20,000,000 in accordance with the County Bond Act, the Hospitality Tax Act, the General Bond Ordinance and this Second Supplemental Ordinance for the purposes of funding the Project and paying the costs of issuing the Series 2016 Bonds.

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

Section 3. Authorization of Series 2016 Bonds.

(a) There is hereby authorized to be issued the Series 2016 Bonds designated “Richland County, Hospitality Tax Revenue Bonds, Taxable Series 2016,” in the aggregate principal amount of not exceeding \$20,000,000. The proceeds of the Series 2016 Bonds shall be used for the purposes set forth in Section 2(g) hereof.

Section 4. Delegation of Authority; Sale and Issuance of Series 2016 Bonds.

(a) The County Administrator is hereby authorized and empowered to undertake any one or more of the following actions: (a) determine the original issue date of the Series 2016 Bonds; (b) determine the aggregate principal amount of the Series 2016 Bonds; (c) determine the principal amount of each maturity of the Series 2016 Bonds; (d) determine the Interest Payment Dates and the Principal Payment Dates for the Series 2016 Bonds; (e) determine the optional redemption dates and terms of redemption of the Series 2016 Bonds; (f) determine the interest rates for the Series 2016 Bonds; (g) determine the Registrar/Paying Agent for the Bonds; (h) determine if certain of the Series 2016 Bonds are to be subject to mandatory and optional redemption; (i) determine the redemption prices of the Series 2016 Bonds subject to optional redemption; (j) determine any original issue discount or original issue premium at which the Series 2016 Bonds will be sold, or whether any Underwriter's discount or other fee will be paid to the purchasers of the Series 2016 Bonds; and (k) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of the Series 2016 Bonds.

(b) The Series 2016 Bonds may be sold publicly, privately to the Underwriter, or directly to one or more purchasers in a private offering or private placement transaction. If necessary and appropriate, the County Administrator is hereby authorized and directed to approve the form of a Bond Purchase Agreement as the County Administrator shall negotiate and approve, and to execute the Bond Purchase Agreement, and deliver the same to the Underwriter, the County Administrator's execution and delivery of the Bond Purchase Agreement constituting conclusive evidence of approval of the matters therein contained. Notwithstanding the foregoing, the County Administrator is hereby authorized to take all actions, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda (which may be in the respective forms of the Bond Purchase Agreement and/or hereinafter defined Preliminary Official Statement, as applicable, together with such amendments and modifications as may be approved by the County Administrator), all relating to the County, the Series 2016 Bonds and the Hospitality Taxes, to solicit interest and receive offers from financial institutions to purchase the Series 2016 Bonds in a private offering, and to accept such offer which is in the best interest of the County and execute such documents as may be necessary in connection therewith.

(c) Notwithstanding any other provision of the Richland County Code of Ordinances, and upon recommendation of the County's Bond Counsel and Financial Advisor, the County Administrator is hereby authorized and directed to engage the services of one or more Underwriters for the Bonds.

(d) The County Administrator is hereby authorized and directed to prepare a Preliminary Official Statement, relating to a public offering of the Series 2016 Bonds (the "Preliminary Official Statement"), and to take such actions necessary to "deem final" the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(e) The Council hereby authorizes the Final Official Statement of the County to be dated on or about the date of the execution and delivery of the Bond Purchase Agreement, relating to the Series 2016 Bonds substantially in the form of the Preliminary Official Statement, with such modifications as the County Administrator approves; the County Administrator is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the County hereby authorizes the use of the Preliminary Official Statement and Final Official Statement and the information contained therein in connection with the public offering and sale of the Series 2016 Bonds by the Underwriter.

(f) The Council hereby authorizes and directs all of the officers and employees of the County to carry out or cause to be carried out all obligations of the County hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the Series 2016 Bonds.

(g) The Council hereby authorizes the County Administrator or his designee to negotiate the terms of, and execute, in the name and on behalf of the County, and deliver investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Series 2016 Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

(h) The Series 2016 Bonds shall originally be dated the date of delivery of the Series 2016 Bonds, or such other date as the County Administrator shall determine pursuant to this Section, and shall be issued as fully registered Bonds in the denominations of \$5,000 and integral multiples of \$5,000. The Series 2016 Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(i) Unless otherwise determined by the County Administrator pursuant to this Section, the Series 2016 Bonds shall mature on the Principal Payment Dates and in the principal amounts, and bear interest payable on the Interest Payment Dates at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), as reflected thereon.

(j) Principal of and redemption premium, if any, on the Series 2016 Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the Series 2016 Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, and in the case of a Holder of \$1,000,000 or more in principal amount of Series 2016 Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder. Payment of the principal of and interest on such Series 2016 Bonds may be payable to the Holder thereof without presentation and surrender of such Series 2016 Bonds.

Section 5. Book-Entry System; Recording and Transfer of Ownership of the Series 2016 Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Securities Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Securities Depository and its participants in accordance with rules specified by the Securities Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single bond representing the entire principal amount of the Series 2016 Bonds or one Series 2016 Bond for each of the maturities of the Series 2016 Bonds, in the name of Cede & Co., as the nominee of the Securities Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Securities Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Securities Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Securities Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Second Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Securities Depository shall remit such payments to the Beneficial Owners of the Series 2016 Bonds or their nominees in accordance with its rules and regulations.

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

The Securities Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Trustee, the Registrar and the Paying Agent make no assurances that the Securities Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Trustee, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Securities Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Trustee, the Paying Agent and the Registrar may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Series 2016 Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the Series 2016 Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Second Supplemental Ordinance, registering the transfer of the Series 2016 Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Trustee, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2016 Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Securities Depository or any Participant or the maintenance of any records; the payment by the Securities Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the Series 2016 Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Securities Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Series 2016 Bonds; or any consent given or other actions taken by the Securities Depository as a Bondholder.

If (a) the Securities Depository determines not to continue to act as securities depository for the Series 2016 Bonds, and gives reasonable notice to the Registrar or the County, or (b) the County has advised the Securities Depository of the County's determination that the Securities Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Securities Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Securities Depository, the County shall execute and deliver to the successor depository, the Series 2016 Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified successor to the Securities Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Series 2016 Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2016 Bonds by mailing an appropriate notice to the Securities Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Securities Depository, the County shall execute, authenticate and deliver to the Securities Depository Participants the Series 2016 Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the Series 2016 Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 6. Optional Redemption of Series 2016 Bonds. Such of the Series 2016 Bonds as may be determined by the County Administrator pursuant to Section 4 hereof shall be subject to redemption prior to maturity, at the option of the County, in whole or in part at any time in such order of their maturities as the County shall determine and by lot within a maturity, at the respective redemption prices with respect to each Series 2016 Bond, expressed as a percentage of principal amount of the Series 2016 Bonds to be redeemed, as shall be determined by the County Administrator pursuant to Section 4 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption. The Trustee shall give notice of redemption of the Series 2016 Bonds by first-class mail, postage prepaid, to the Holders thereof as shown on the Books of Registry of the County not less than five (5) Business Days prior to the date fixed for the redemption thereof.

Section 7. Mandatory Redemption of Series 2016 Bonds. Such of the Series 2016 Bonds as the County Administrator shall determine pursuant to Section 4 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Series 2016 Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the County Administrator, pursuant to Section 4 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the County may (i) deliver to the Trustee for cancellation Series 2016 Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Series 2016 Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each Series 2016 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee, at one hundred percent (100%) of the principal amount thereof, to the obligation of the County on those respective mandatory redemption obligations in chronological order or such other manner as directed in writing by the County to the Trustee, and the principal amount of the Series 2016 Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

The Trustee, without further authorization or direction from the County, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

Section 8. Payment of the Series 2016 Bonds. The Series 2016 Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Taxes of the County in accordance with the provisions of the General Bond Ordinance and this Second Supplemental Ordinance. The Series 2016 Bonds shall be secured by a pledge of Hospitality Taxes on a parity with the pledge of Hospitality Taxes securing the payment of the 2013 Bonds and any Additional Bonds issued in compliance with the provisions of the General Bond Ordinance.

The Series 2016 Bonds do not constitute an indebtedness of the County within any State constitutional provision (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The Series 2016 Bonds shall not be a debt of the County, nor a charge, lien or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Taxes of the County. No recourse shall be had for the payment of the Series 2016 Bonds or the interest thereon against the general fund of the County, nor shall the credit or taxing power of the County be deemed to be pledged thereto. The full

faith, credit and taxing powers of the County are not pledged to the payment of the principal of or interest on the Series 2016 Bonds.

Section 9. Form of the Series 2016 Bonds. The Series 2016 Bonds shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the General Bond Ordinance, including this Second Supplemental Ordinance. The Series 2016 Bonds shall be executed in the name and on behalf of the County by the manual or facsimile signatures of the Chair of Council and Clerk to Council.

Section 10. Establishment of Series 2016 Debt Service Fund. In accordance with Section 6.6 of the General Bond Ordinance, the Series 2016 Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the Series 2016 Bonds for the benefit of the Holders of the Series 2016 Bonds.

Section 11. Establishment of the Series 2016 Construction Fund and the Disposition of Proceeds of Series 2016 Bonds.

(a) Pursuant to Section 6.8 of the General Bond Ordinance, there is hereby established the Series 2016 Construction Fund to be held by the Custodian, the moneys in which shall be used to defray the costs of the Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed. Withdrawals from the Series 2016 Construction Fund shall be made in the manner withdrawals from other funds of the County are made.

(b) The proceeds derived from the sale of the Series 2016 Bonds, net of any original issue discount or premium (or both), any Underwriter's discount or fees payable to the purchaser thereof, shall be deposited with into the Series 2016 Construction Fund for funding the Project. The estimated costs of issuance shall be deposited with the County Treasurer and disbursed as directed by the County. After payment of all costs of issuance, any amounts remaining shall be deposited into the Series 2016 Construction Fund.

The respective amounts specified in this Section 11 shall be determined by the County Administrator upon delivery of the Series 2016 Bonds.

Section 12. Continuing Disclosure. The County Administrator is hereby authorized and directed to approve the form of, and execute and deliver, a continuing disclosure undertaking, related to the Series 2016 Bonds as required by applicable law, and the County hereby covenants and agrees that it will comply with and carry out all of the provisions of such continuing disclosure undertaking. Notwithstanding any other provision of this Second Supplemental Ordinance, failure of the County to comply with the continuing disclosure undertaking shall not be considered an Event of Default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this paragraph.

Section 13. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Second Supplemental Ordinance.

Section 14. Notices. All notices, certificates or other communications hereunder or under the General Bond Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the County:

Richland County, South Carolina
Post Office Box 192
Columbia, South Carolina 29202
Attn: County Administrator

If to the Paying Agent, the Registrar, or the Trustee:

Regions Bank
[TO BE PROVIDED]

The County, the Paying Agent, the Registrar, the Trustee and the Escrow Agent may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Second Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 16. Severability. If any sections, phrase, sentence or portion of this Second Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 17. Execution of Documents. The Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Series 2016 Bonds: Chair of the Council, County Administrator, Clerk to the Council, Chief Financial Officer and County Attorney.

Section 18. Engagement and Approval of Professionals. The Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC, as co-bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the Series 2016 Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements. The Council hereby approves the engagement of Parker, Poe, Adams & Bernstein, LLP and Jabber & Isaac P.A. to serve as co-Disclosure Counsel or co-Underwriter's Counsel, as appropriate.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2016 Bonds are, to the extent of such conflict, hereby repealed and this Second Supplemental Ordinance shall take effect and be in full force from and after its adoption.

Enacted this ____ day of _____, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
_____, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2016

Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: December 8, 2015
Date of Second Reading:
Date of Third Reading:

FORM OF BOND

[DTC Legend]

RICHLAND COUNTY, SOUTH CAROLINA
HOSPITALITY TAX REVENUE BOND, TAXABLE SERIES 2016

No. R-___

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>	<u>CUSIP</u>
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Registered Holder:

Principal Amount:

RICHLAND COUNTY, SOUTH CAROLINA (the "County") a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof at the corporate trust office of _____ in _____, as trustee (the "Trustee"), and to pay interest on such Principal Amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond shall be payable in semiannual installments on _____ 1 and _____ 1 of each year beginning _____, 2016 (each, an "Interest Payment Date"), until maturity or earlier redemption. All payments shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month (each, a "Record Date") preceding each Interest Payment Date or Principal Payment Date (as defined in the hereinafter defined Ordinances). The payments shall be payable by check or draft mailed at the times provided herein to the person in whose name this Bond is registered at the address shown on the registration books of the County held by _____, as registrar (the "Registrar"), or, in the case of a Registered Holder of \$1,000,000 or more in principal amount of this Bond, by wire transfer to on account within the continental United States upon the timely receipt of a written request of such Registered Holder. The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND CHAPTER 15, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE "ACT"); THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE COUNTY IS NOT OBLIGATED TO PAY ANY OF THE BONDS OR THE INTEREST THEREON EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE ORDINANCES). THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE COUNTY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE

FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

This Bond is one of an issue of bonds of the County in the aggregate principal amount of _____ Million Dollars (\$ _____) (the "Bonds") of like tenor, except as to number, rate of interest, date of maturity and redemption provides, issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, Ordinance No. 013-013HR duly enacted by the Council of the County (the "Council") on March 19, 2013 (the "General Bond Ordinance"), and Ordinance No. _____ duly enacted by the Council on _____, 2016 (the "Second Supplemental Ordinance") (the General Bond Ordinance and the Second Supplemental Ordinance are herein collectively referred to as the "Ordinances") for the purpose of providing moneys, to , and paying costs of issuance of the Bonds.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances. Certified copies of the Ordinances are on file in the office of the Trustee and in the office of the Clerk of Court for Richland County, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the County thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this Bond and upon which the covenants, agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth therein. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the County and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Hospitality Taxes imposed and collected by the County.

The General Bond Ordinance authorizes the issuance of additional bonds on a parity with the Bonds of this issue which, when issued in accordance with the provisions of the General Bond Ordinance, will rank equally and be on a parity herewith.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Bond is transferable, as provided in the Ordinances, only upon the registration books of the County kept for that purpose and maintained by the Registrar, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Ordinances. Thereupon a Bond of the same aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Ordinances. The County, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the County or the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[Redemption Provisions]

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected at random by the Trustee. In the event any of the Bonds or portions thereof are called for redemption, the Trustee shall give notice, in the name of the County, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the County not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for the redemption thereof. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or statutes.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA has caused this Bond to be signed by the manual or facsimile signature of its Chair to Council, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its Clerk to Council.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman, Richland County Council

(SEAL)
ATTEST:

By: _____
Clerk to Council

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

_____, as Trustee

By: _____
Its: _____

Date: _____

FORM OF ASSIGNMENT

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

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

STAMP Language

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed
By an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with name as it appears
upon the face of the within bond in every
particular, without alteration or enlargement
or any change whatever.

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of
McNair Law Firm, P.A., Columbia, South Carolina, the original of which was manually executed, dated and
issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the
County.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk to Council