

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

4.
 - Farmers' Market Update

Report Of The County Administrator

5.
 - Economic Development Strategic Plan Update
 - C Funds Update
 - Project Pet Documents
 - Joint City/County Ad Hoc Transportation Committee Update
 - Strategic Plan Update
 - Farmers' Market Update
 - Smoking Ban Enforcement Update
 - Rowing Club MOU
 - Personnel Matter: Richland County Magistrate
 - Genesis Report
 - 2009 Council Retreat

Report Of The Clerk Of Council

6.
 - Swearing-in Ceremony: January 6, 2009

Report Of The Chairman

7.
 - Personnel Matter

Open/Close Public Hearings

8.
 - Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Bay, pursuant to Title 12, Chapter 44, Code of Laws of

South Carolina, 1976, as amended, for a project involving an investment of not less than \$30,000,000

- Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes

Approval Of Consent Items

9.
 - 08-34MA, University Suites, HI to RM-HD (13.94 Acres), Multi-Family Use, 13607-02-01, Bluff Rd. [**THIRD READING**][**PAGES 45-46**]
 - 08-36MA, Security Federal, NC to OI (2 Acres), 02505-02-10, Hwy. 176 & Rauch Metz Rd. [**THIRD READING**][**PAGES 47-48**]
 - 08-37MA, Bruce Oswald, GC to RS-MD (.83 Acres), Residential, 11708-06-06, 5706 Fairfield Rd. [**THIRD READING**][**PAGES 49-50**]
 - 08-38MA, Deborah Shaffer, RU to RS-LD (2.94 Acres), Residential, 01316-01-01/02/03/04/05/06/07 [**THIRD READING**][**PAGES 51-52**]
 - An Ordinance amending the Richland County Code of Ordinances, so as to correctly reflect that Sexually Oriented Businesses are permitted in the HI Zoning District, as well as in the GC Zoning District [**THIRD READING**][**PAGES 66-69**]
 - Ordinance authorizing an amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain property owned by Primesouth, Inc., and other related matters [**THIRD READING**][**PAGES 70-73**]
 - Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Bay, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$30,000,000 [**THIRD READING**][**PAGES 74-131**]
 - An Ordinance amending the Richland County Code of Ordinances, Chapter 10, Fire Prevention and Protection [**SECOND READING**][**PAGES 137-141**]
 - An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes [**SECOND READING**][**PAGES 166-227**]

Third Reading Items

10. 08-28MA
Sycamore Development
RU to RS-MD (36.35 acres)
Residential
20500-04-03/01(p)/04(p)
Rimer Pond Rd. [**PAGES 31-35**]

11. 08-29MA
Sycamore Development

- RU to RS-MD (31.23 acres)
Residential
20500-04-01(p)
Rimer Pond Rd. **[PAGES 36-39]**
12. 08-03MA
Charlie Waite
Summit Contractors, Inc.
HI to RM-HD (27.86 Acres)
Multi-Family Apartments
17400-05-30
Clemson Rd. & Longreen Parkway **[PAGES 40-41]**
13. 08-31MA
Jim Poston
M-1 to GC (.92 Acres)
Zaxby's
17400-05-40(p)
Clemson & Longtown Rd. **[PAGES 42-44]**
14. 08-34MA
University Suites
HI to RM-HD (13.94 Acres)
Multi-Family Use
13607-02-01
Bluff Rd. **[CONSENT] [PAGES 45-46]**
15. 08-36MA
Security Federal
NC to OI (2 Acres)
02505-02-10
Hwy. 176 & Rauch Metz Rd. **[CONSENT][PAGES 47-48]**
16. 08-37MA
Bruce Oswald
GC to RS-MD (.83 Acres)
Residential
11708-06-06
5706 Fairfield Rd. **[CONSENT] [PAGES 49-50]**
17. 08-38MA
Deborah Shaffer
RU to RS-LD (2.94 Acres)
Residential
01316-01-01/02/03/04/05/06/07
Summer Haven Rd. **[CONSENT] [PAGES 51-52]**
18. An Ordinance Amending the Richland County Code of Ordinances, regarding lighting standards
[CONSENT][PAGES 53-65]
19. An Ordinance Amending the Richland County Code of Ordinances, so as to correctly reflect that Sexually Oriented Businesses are permitted in the HI Zoning District, as well as in the GC Zoning District **[CONSENT] [PAGES 66-69]**

20. Ordinance authorizing an amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain property owned by Primesouth, Inc., and other related matters [CONSENT] [PAGES 70-73]
21. Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Bay, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$30,000,000 [CONSENT] [PAGES 74-131]

Second Reading Items

22. An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles [PAGES 132-136]
23. An Ordinance amending the Richland County Code of Ordinances, Chapter 10, Fire Prevention and Protection [CONSENT] [PAGES 137-141]
24. Alternative Dirt Road Paving Program/Ordinance to permit adoption of countywide dirt road paving program standards [PAGES 142-162]
25. Eastover Sewer Budget Amendment [PAGES 163-165]
26. An Ordinance Authorizing the Execution and Delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes [CONSENT] [PAGES 166-227]
27. Ordinance amending the business license fee schedule, placing a cap at an amount to be determined. [PAGES 228-230]
28. Ordinance allowing the reassessment of the business license fee structure each year during the budget process [PAGES 231-234]

Report Of Development And Services Committee

29. Report of December 16th Special Called Meeting

Report Of Rules And Appointments Committee

1. NOTIFICATION OF VACANCIES

30. Planning Commission-1

2. Notification Of Appointments

31. Accommodations Tax Advisory Committee-2

32. Airport Commission-3 [**PAGES 238-240**]

33. Board of Assessment Control-1

34. Lexington/Richland Alcohol and Drug Abuse Council-2 [**PAGES 242-246**]

35. Planning Commission-1 [**PAGES 247-253**]

36. Richland Memorial Hospital Board-3 [**PAGES 254-256**]

3. Rule Changes

37. Council Individual Discretionary Accounts

Other Items

38. Report of Hospitality Tax Ad Hoc Committee

a. Amendments to the County Promotions Funding Guidelines & Grant Process [**PAGES 258-264**]

b. Criteria for adding new agencies to the Hospitality Tax Ordinance [**PAGES 265-266**]

39. Request to approve the awarding of a contract to Concurrent Technologies Corporation for professional services related to the County's Federal Brownfield Assessment Grants

40. Strategic Plan Draft

Old Business

Citizen's Input

Executive Session

41.

Adjournment



Richland County Council Request of Action

Subject

- City Year

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Zoning Public Hearing: November 25, 2008 [**PAGES 9-14**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, NOVEMBER 25, 2008 7:00 p.m.

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

MEMBERS PRESENT:

Chair	Joseph McEachern
Vice-Chair	Valerie Hutchinson
Member	Joyce Dickerson
Member	Norman Jackson
Member	Paul Livingston
Member	Bill Malinowski
Member	Mike Montgomery
Member	L. Gregory Pearce, Jr.
Member	Bernice G. Scott
Member	Kit Smith

Absent Damon Jeter

OTHERS PRESENT: Anna Almeida, Amelia Linder, Joseph Kocy, Suzie Haynes, Geo Price, Brian Cook, Will Simon, Milton Pope, Jim Wilson, Harry Reed, Tony McDonald, Dale Welch, Srinivas Valavala, Monique Walters,

CALL TO ORDER

The meeting was called to order at approximately 7:00 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Almeida stated there were no deletions or additions to the agenda.

Mr. Montgomery moved, seconded by Ms. Dickerson, to amend the agenda by moving the text amendment relating to Richland County's water quality to the beginning of the agenda before the public hearings. The vote in favor was unanimous.

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to improve Richland County's Water Quality, protect the environment, and comply with the County's National Pollution Discharge Elimination System (NPDES) permit requirements – Mr. Montgomery moved, seconded by Ms. Dickerson, to defer First Reading and the public hearing on this item and schedule a work session on December 2nd at 3:30-6:00 p.m.

MAP AMENDMENTS

08-03MA, Charlie Waite, Summit Contractors, Inc., HI to RM-HD (27.86 acres), Multi-Family Apartments, 17400-05-30, Clemson Rd. & Longreen Parkway

Mr. McEachern opened the floor to the public hearing.

Mr. Charlie Waite and Mr. James Taylor spoke in favor of this item.

Ms. Dee Wesselhoft, Mr. Mark Hall, Mr. Robert Johnson, Mr. Lenzy Morris, Mr. Bruce Williams, Ms. Mae Johnson, Mr. Jonathan Hester, Ms. Nadira Swinton, Mr. Billy Swinton, Mr. James Smith, Ms. Arnette McMahan, Ms. Tracy McClendon, and Mr. Keith Faust spoke against this item.

The floor to the public hearing was closed.

Mr. Pearce moved, seconded by Mr. Montgomery, to give First Reading approval to this item with the following stipulations: the developer agrees to a unilateral agreement enforceable by the County and that the developer will install a traffic and school safety light. A discussion took place.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Hutchison
Malinowski	McEachern
Jackson	Smith
Livingston	
Dickerson	
Scott	
Montgomery	

The vote was in favor.

08-31MA, Jim Poston, M-1 to GC (.92 Acres), Zaxby's, 17400-05-40(p), Clemson & Longtown Rd.

Mr. McEachern opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Ms. Scott moved, seconded by Ms. Dickerson, to give First Reading approval to this item.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Malinowski
Jackson	Smith
Hutchinson	Montgomery
McEachern	
Livingston	
Dickerson	
Scott	

The vote was in favor.

08-32MA, Fairways Development, John Bakhaus, TROS to RS-MD (15.94 Acres), Residential Subdivision, 20406-02-01(p), Longcreek Plantation – Ms. Hutchinson moved, seconded by Ms. Scott, to defer First Reading and the Public Hearing on this item. The vote in favor was unanimous.

08-34MA, University Suites, Stuart Lee, HI to RM-HD (13.94 acres), Multi-Family Use, 13607-02-01, Bluff Rd.

Mr. McEachern opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

08-36MA, Security Federal, NC to OI (2 acres), Bank, 02505-02-10, Hwy. 176 & Rauch Metz Rd.

Mr. McEachern opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Montgomery, to give First Reading approval to this item. The vote in favor was unanimous.

08-37MA, Bruce Oswald, GC to RS-MD (.83 acres), Residential, 11708-06-06, 5706 Fairfield Rd.

Mr. McEachern opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

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

08-38MA, Deborah Shaffer, RU to RS-LD (2.94 acres), Residential, 01316-01-01/02/03/04/05/06/07, Summer Haven Rd.

Mr. McEachern opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

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

08-39MA, Martha Crawford, RU to OI (3 acres), Child Care Facility, 17800-03-30 & 31, 1235 Trading Post Rd.

Mr. McEachern opened the floor to the public hearing.

The citizens signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Ms. Scott, to give First Reading approval to this item.

Ms. Smith requested that staff investigate a possible zoning classification for childcare in the rural areas.

The vote in favor was unanimous.

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances, so as to permit certain payday lenders in the GC General Commercial Districts with special requirements

Mr. Montgomery moved, seconded by Ms. Hutchinson, to approve the recommendation of the Planning Commission and deny the proposed text amendment. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, regarding lighting standards – Mr. Montgomery moved, seconded by Mr. Pearce, to give Second Reading approval to this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, so as to correctly reflect that sexually oriented businesses are permitted in the HI zoning district, as well as in the GC zoning district – Mr. Montgomery moved, seconded by Ms. Dickerson, to approve the recommendation of the Planning Commission and give First Reading to this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, so as to remove the requirement of Development Review Team review prior to PDD approval and to delete the provision for PDD expiration – Mr. Montgomery moved, seconded by Ms. Hutchinson, to give Second Reading to this item. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 8:13 p.m.

Submitted respectfully by,

Joseph McEachern
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Regular Session: December 2, 2008 [PAGES 15-24]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, DECEMBER 2, 2008 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Valerie Hutchinson
Member	Joyce Dickerson
Member	Norman Jackson
Member	Damon Jeter
Member	Paul Livingston
Member	Bill Malinowski
Member	Mike Montgomery
Member	L. Gregory Pearce, Jr.
Member	Bernice G. Scott

OTHERS PRESENT – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Matthews, Joe Cronin, Stephany Snowden, Jennifer Dowden, Tamara King, Larry Smith, Pam Davis, Daniel Driggers, Teresa Smith, David Hoops, Dan Johnson, Michael Byrd, Dale Welch, Rodolfo Callwood, Joseph Kocy, Anna Almeida, Andy Metts, Dwight Hanna, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:09 p.m.

INVOCATION

The Invocation was given by the Honorable Bernice G. Scott

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bernice G. Scott

PRESENTATION

Blythewood Comprehensive Land Use Plan—John Perry – Town Administrator John Perry presented the Blythewood Comprehensive Land Use Plan.

CITIZENS' INPUT

No one signed up to speak.

APPROVAL OF MINUTES

Zoning Public Hearing: October 28, 2008 – Mr. Jackson moved, seconded by Mr. Jeter, to approve the minutes as amended. The vote in favor was unanimous.

Regular Session: November 18, 2008 – Mr. Jackson moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Pope stated that the Project Bay item may need to be taken up during Executive Session.

Mr. Jackson moved, seconded by Mr. Jeter, to approve the agenda as amended. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

The following items were potential Executive Session items:

- a. **Owens Field Personnel Matter**
- b. **Lower Richland Property Item/Potential Purchase of Property**
- c. **Business Service Center Appeals**
- d. **Project Bay**

REPORT OF THE COUNTY ADMINISTRATOR

Project Pet Documents – Mr. Pope stated that Mr. McEachern has signed the documents after legal review and are now awaiting the final signature from Lexington County. Once Lexington County signs the documents we will proceed with the appropriation of the funds for the no-kill shelter.

Lower Richland Property – This item was taken up during Executive Session.

Joint City/County Ad Hoc Committee Meeting Update – Mr. Pope stated the Joint City/County Transit Committee is meeting Friday, December 12th at the CMRTA. Staff is available to discuss the financials with those Council members that are interested.

A meeting of the Hospitality Ad Hoc Committee needs to be scheduled on either December 9th of 11th.

Strategic Plan Update – Mr. Pope stated that a completed draft will be available at the December 16th meeting.

Introduction of New County Employees – Mr. Pope introduced Mr. Sparty Hammett, Assistant County Administrator and Mr. David Hoops, County Engineer.

REPORT OF THE CLERK OF COUNCIL

Invitations for Swearing-In Ceremony Reminder – Ms. Walters reminded the Council members that will be participating in the Swearing-In Ceremony to forward their list of invitees to the Clerk's Office.

Holiday Gathering for a Good Cause – Ms. Walters stated that Council had received an invitation from Parker Poe to participate in a Holiday Gathering for a Good Cause, December 10th, 6:00-9:00 p.m. at the Milestone at Adam's Pond.

REPORT OF THE CHAIRMAN

Mr. McEachern's Resignation from County Council – Ms. Hutchinson stated that Mr. McEachern had been sworn into the House of Representatives and therefore had to resign from County Council.

PUBLIC HEARING ITEMS

None

APPROVAL OF CONSENT ITEMS

Mr. Pearce moved, seconded by Ms. Scott, to approve the following consent items:

- **08-30MA, St. John's Baptist Church, Joe Sumter, RU to OI (2.87 Acres), Family Life Center, 24400-01-66 & 67, Ault Rd. & Rosa Lee Dr. [Third Reading]**
- **08-33MA, Tom Margle, OI/GC/OI to RM-HD (15.48 Acres), Multi-Family, 19705-01-01, 19706-03-01 & 02 [Third Reading]**
- **An Ordinance Amending the Fiscal Year 2008-2009 General Fund Annual Budget to move fifty thousand dollars (\$50,000) from the Non-Departmental Budget to the Human Resources Budget due to health insurance savings [Third Reading]**
- **Request to approve a budget amendment in the amount of \$100,000 to redirect funds allocated to support the Midlands Area Commission on Homelessness to the Midlands Housing Alliance [Third Reading]**

- **08-34MA, University Suites, HI to RM-HD (13.94 Acres), Multi-Family Use, 13607-02-01, Bluff Rd. [Second Reading]**
- **08-36MA, Security Federal, NC to OI (2 Acres), Bank, 02505-02-10, Hwy, 176 & Rauch Metz Rd. [Second Reading]**
- **08-37MA, Bruce Oswald, GC to RS-MD (.83 Acres), Residential, 11708-06-06, 5706 Fairfield Rd. [Second Reading]**
- **08-39MA, Martha Crawford, RU to OI (3 Acres), Child Care Facility, 17800-03-30 & 31, 1235 Trading Post Rd. [Second Reading]**
- **Sheriff: Request to approve a \$5,000 grant from Palmetto Pride (No personnel or matching funds required)**
- **Emergency Services: Request to approve a contract with Walter L. Hunter Construction Company, Inc. for storage building site work**
- **Emergency Services: Request to approve the purchase of a Medical Ambulance Bus from Sartin Services, Inc. in an amount not to exceed \$350,000**
- **An Ordinance amending the Richland County Code of Ordinances, Chapter 2, Administration; Article VIII, Personnel Regulations; Division 6, Conditions of Employment; so as to amend the county's holiday schedule [DENIAL]**
- **Request to approve the collaboration between the Planning and Community Development Departments for the purpose of leveraging resources and funds for neighborhood programs and improvements**
- **Request to approve a change order with Thomas & Hutton in the amount of \$120,120 for the watershed modeling project of Gills Creek and Crane Creek**
- **An Ordinance amending the Richland County Code of Ordinances, Chapter 10, Fire Prevention and Protection [First Reading]**

The vote in favor was unanimous.

THIRD READING ITEMS

08-28MA, Sycamore Development, RU to RS-MD (36.35 Acres), Residential, 20500-04-03/01(p)/04(p), Rimer Pond Rd. – Ms. Dickerson moved, seconded by Ms. Scott, to defer this item until the December 16th meeting. The vote in favor was unanimous.

08-29MA, Sycamore Development, RU to RS-MD (31.23 Acres), Residential, 20500-04-01(p), Rimer Pond Rd. – Ms. Dickerson moved, seconded by Ms. Scott, to defer this item until the December 16th meeting. The vote in favor was unanimous.

An Ordinance Establishing a Temporary Moratorium on the issuance of new permits within the unincorporated areas of Richland County for signs that use LED Technology – Ms. Dickerson moved, seconded by Mr. Malinowski, to approve this item. A discussion took place.

The vote was in favor.

Request to approve the use of accrued interest from the Broad River Sewer bond issue toward the completion of the construction project – A discussion took place.

Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item with the updated numbers. The vote in favor was unanimous.

Request to approve a budget amendment to the Hospitality Tax Fund in the amount of \$40,000 to provide operating capital for the Township Auditorium – Ms. Scott moved, seconded by Ms. Dickerson, to defer this item until the funds are requested. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, so as to remove the requirement of Development Review Team review prior to PDD approval and to delete the provision for PDD expiration – A discussion took place.

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

SECOND READING ITEMS

08-03MA, Charlie Waite, Summit Contractors, Inc., HI to RM-HD (27.86 Acres), Multi-Family Apartments, 17400-05-30, Clemson Rd. & Longreen Parkway – Mr. Livingston moved, seconded Ms. Scott, to approve this item. The vote was in favor.

08-31MA, Jim Poston, M-1 to GC (.92 Acres), Zaxby's, 17400-05-40(p), Clemson & Longtown Rd. – Mr. Pearce moved, seconded by Mr. Jeter, to approve this item. The vote was in favor.

08-39MA, Martha Crawford, RU to OI (3 Acres), Child Care Facility, 17800-03-30 & 31, 1235 Trading Post Rd. – Ms. Dickerson moved, seconded Ms. Scott, to defer this item for 60 days until staff drafts appropriate verbiage for childcare facilities in the rural areas. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, regarding lighting standards – A discussion took place.

Mr. Montgomery moved to amend the ordinance by including the following language, seconded by Mr. Jackson: ...that this shall not apply to events sanctioned by the South Carolina High School League or the South Carolina Association of Independent Schools which are underway at the time the 11:00 hour happens. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, so as to correctly reflect that Sexually Oriented Businesses are permitted in the HI Zoning

District, as well as in the GC Zoning District – Mr. Montgomery moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Ordinance authorizing an amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain property owned by Primesouth, Inc., and other related matters – Mr. Montgomery moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Bay, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$30,000,000 – Mr. Jeter moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Alternative Dirt Road Paving Program/Ordinance to permit adoption of countywide dirt road paving program standards – Ms. Smith moved to send this item back to Committee for staff evaluation and report.

The motion died for lack of a second.

Mr. Jackson moved, seconded by Ms. Scott, to approve this item. A discussion took place.

Mr. Montgomery expressed his concerns over:

- adopting the policy document RC-PS-414-08 referenced in Sec. 21-5
- assuming responsibility to maintain roads that may not have been legally dedicated to the County
- the policy declaration in Sec. 12-5(a) to eliminate unpaved road surface condition and adopt the low volume road Alternative Maintenance Paving program that provides hard surface paving that provides equivalent projected service life and utility to that of standard road sections
- the appointment of a Dirt Road Maintenance Paving Commission
- and the incidental drainage policy

Ms. Scott called for the question, seconded by Mr. Pearce. The vote in favor was unanimous.

The vote on the original motion was unanimous.

Ozone Non-Attainment Boundary Recommendation – Mr. Malinowski moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Eastover Sewer Budget Amendment – Ms. Dickerson moved, seconded Ms. Scott, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Project Loop – Mr. Jeter stated that the Committee recommended approval. The vote in favor was unanimous.

Project Coil – Mr. Jeter stated that the Committee recommended approval. The vote in favor was unanimous.

OTHER ITEMS

Business License Appeal: Dick Smith Automotive Group, Inc. – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item until after Executive Session to obtain legal advice.

Mr. Montgomery moved, seconded by Mr. Pearce, to sustain the decision of the appellate board on the basis that grounds were not stated under the ordinance to constitute an acceptable appeal. The vote in favor was unanimous.

Business License Appeal: FN Manufacturing, LLC – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item until after Executive Session to obtain legal advice.

Mr. Montgomery moved, seconded by Mr. Pearce, to sustain the decision of the appellate board on the basis that grounds were not stated under the ordinance to constitute an acceptable appeal. The vote in favor was unanimous.

Business License Appeal: McEntire Produce – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item until after Executive Session to obtain legal advice.

Mr. Montgomery moved, seconded by Mr. Pearce, to sustain the decision of the appellate board on the basis that grounds were not stated under the ordinance to constitute an acceptable appeal. The vote in favor was unanimous.

Mr. Montgomery moved, seconded by Ms. Dickerson, to give First Reading by Title Only to an ordinance to amend the Business License Ordinance Fee Schedule and place a cap on the Fee Schedule in an amount to be determined (\$2,000,000 worth of revenue with a significant reduction [90%] on the fee assessed on all revenue in excess of

\$10,000,000), and ask staff to provide the economic impact and some ordinance language for Second Reading on December 16th. The vote in favor was unanimous.

Mr. Montgomery moved, seconded by Ms. Scott, to give First Reading by Title Only to an amendment to the Business License Ordinance to allow a reassessment of the Business License Ordinance fee structure each year during the budget process. The vote in favor was unanimous.

Lower Richland Property Purchase – Ms. Scott moved, seconded by Ms. Dickerson, to direct the County Administrator to negotiate a contract as discussed in Executive Session.

<u>In Favor</u>	<u>Oppose</u>
Jackson	Pearce
Jeter	Malinowski
Livingston	Hutchinson
Dickerson	Smith
Scott	Montgomery

The motion failed on a tie vote.

CITIZENS' INPUT

Ms. Vickie Rose spoke regarding storm drainage problems on her property.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:45 p.m. and came out at approximately p.m.
=====

MOTION PERIOD

Ruth and Abraham Gold's 50th Wedding Anniversary Resolution – Mr. Jeter requested unanimous consent to adopt a resolution in honor of Mr. and Mrs. Gold's 50th Wedding Anniversary. The vote in favor was unanimous.

Arbor Day Resolution – Ms. Hutchinson requested unanimous consent to adopt a resolution in honor of Arbor Day. The vote in favor was unanimous.

Resolution to rename Owens Field Airport – Ms. Scott referred this item to a Special Called D&S Meeting on December 16th at 5:30 p.m. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 9:00 p.m.

Valerie Hutchinson, Chairwoman

Joyce Dickerson

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Mike Montgomery

L. Gregory Pearce, Jr.

Bernice G. Scott

Kit Smith

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- Farmers' Market Update

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

- Economic Development Strategic Plan Update
- C Funds Update
- Project Pet Documents
- Joint City/County Ad Hoc Transportation Committee Update
- Strategic Plan Update
- Farmers' Market Update
- Smoking Ban Enforcement Update
- Rowing Club MOU
- Personnel Matter: Richland County Magistrate
- Genesis Report
- 2009 Council Retreat

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

- Swearing-in Ceremony: January 6, 2009

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

- Personnel Matter

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

- Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Bay, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$30,000,000
- Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

- 08-34MA, University Suites, HI to RM-HD (13.94 Acres), Multi-Family Use, 13607-02-01, Bluff Rd. [**THIRD READING**][**PAGES 45-46**]
- 08-36MA, Security Federal, NC to OI (2 Acres), 02505-02-10, Hwy. 176 & Rauch Metz Rd. [**THIRD READING**][**PAGES 47-48**]
- 08-37MA, Bruce Oswald, GC to RS-MD (.83 Acres), Residential, 11708-06-06, 5706 Fairfield Rd. [**THIRD READING**][**PAGES 49-50**]
- 08-38MA, Deborah Shaffer, RU to RS-LD (2.94 Acres), Residential, 01316-01-01/02/03/04/05/06/07 [**THIRD READING**][**PAGES 51-52**]
- An Ordinance amending the Richland County Code of Ordinances, so as to correctly reflect that Sexually Oriented Businesses are permitted in the HI Zoning District, as well as in the GC Zoning District [**THIRD READING**][**PAGES 66-69**]
- Ordinance authorizing an amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain property owned by Primesouth, Inc., and other related matters [**THIRD READING**][**PAGES 70-73**]
- Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Bay, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$30,000,000 [**THIRD READING**][**PAGES 74-131**]
- An Ordinance amending the Richland County Code of Ordinances, Chapter 10, Fire Prevention and Protection [**SECOND READING**][**PAGES 137-141**]
- An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes [**SECOND READING**][**PAGES 166-227**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

08-28MA
Sycamore Development
RU to RS-MD (36.35 acres)
Residential
20500-04-03/01(p)/04(p)
Rimer Pond Rd. **[PAGES 31-35]**

Purpose

Committee Recommendation

Council Action (First Reading)

This item received First Reading on October 28, 2008

Council Action (Second Reading)

This item received Second Reading on November 18, 2008.

Public Hearing

This item received a public hearing on October 28, 2008

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 # 20500-04-03/01(P)/04(P) FROM RU (RURAL DISTRICTS) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICTS); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 20500-04-03/01(p)/04(p) (described in Exhibit A, which is attached hereto), from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 28, 2008
First Reading: October 28, 2008
Second Reading: November 18, 2008 (tentative)
Third Reading:

EXHIBIT A

Boundary Description: Parcel "C"

Commencing from the centerline intersection of Longtown Road east with Rimer Pond Road, S 85°08'39" E for 4651.16' to a new #5 rebar. Said rebar being the point of beginning.

Thence from the point of beginning in a clockwise direction:

N 80°21'20" E for a distance of 286.88' to a new #5 rebar. Said line being the southern right-of-way for Rimer Pond Road.

Thence, along a curve with a radius of 5762.58' with a chord bearing and distance of N79°19'37" E, 227.96' to a new #5 rebar. Said line being the southern right-of-way for Rimer Pond Road.

Thence, N 79°37'05" E for a distance of 83.03' to a new #5 rebar. Said line being the southern right-of-way for Rimer Pond Road.

Thence, N 79°37'05" E for a distance of 1.05' to an old ¾" open. Said line being the southern right-of-way for Rimer Pond Road.

Thence, N 75°47'50" E for a distance of 49.99' to an old 1" crimp. Said line being the southern right-of-way for Rimer Pond Road.

Thence, S 02°35'47" E for a distance of 1401.85' to an old axle. Said line being bounded on the east lands of now or formerly Alexander & Vanessa English.

Thence, N 87°51'42" W for a distance of 1619.40' to a new #5 rebar. Said line being bounded on the south by lands now or formerly Fairways Development General Partnership.

Thence, N 02°08'18" E for a distance of 11.93' to a new #5 rebar. Said line being bounded on the west by lands of now or formerly David F. Adcock, II, etal.

Thence, N 44°15'27" W for a distance of 233.31' to a new #5 rebar. Said line being bounded on the west by lands of now or formerly David F. Adcock, II, etal.

Thence, N 31°04'39" W for a distance of 196.80' to a new #5 rebar. Said line being bounded on the west by lands of now or formerly David F. Adcock, II, etal.

Thence, N 44°10'01" W for a distance of 410.17' to a new #5 rebar. Said line being bounded on the west by lands of now or formerly David F. Adcock, II, etal.

Thence, N 30°32'02" E for a distance of 60.74' to a new #5 rebar. Said line being bounded on the west by lands of now or formerly David F. Adcock, II, etal.

Thence, N 88°48'08" E for a distance of 112.85' to a new #5 rebar. Said line being bounded on the north by lands of now or formerly David F. Adcock, II, etal.

Thence, S 64°03'04" E for a distance of 320.81' to a new #5 rebar. Said line being bounded on the east by lands of now or formerly David F. Adcock, II, etal.

Thence, N 66°30'00" E for a distance of 31.27' to an old 1 1/2" open. Said line being bounded on the north by lands of now or formerly David F. Adcock, II, etal.

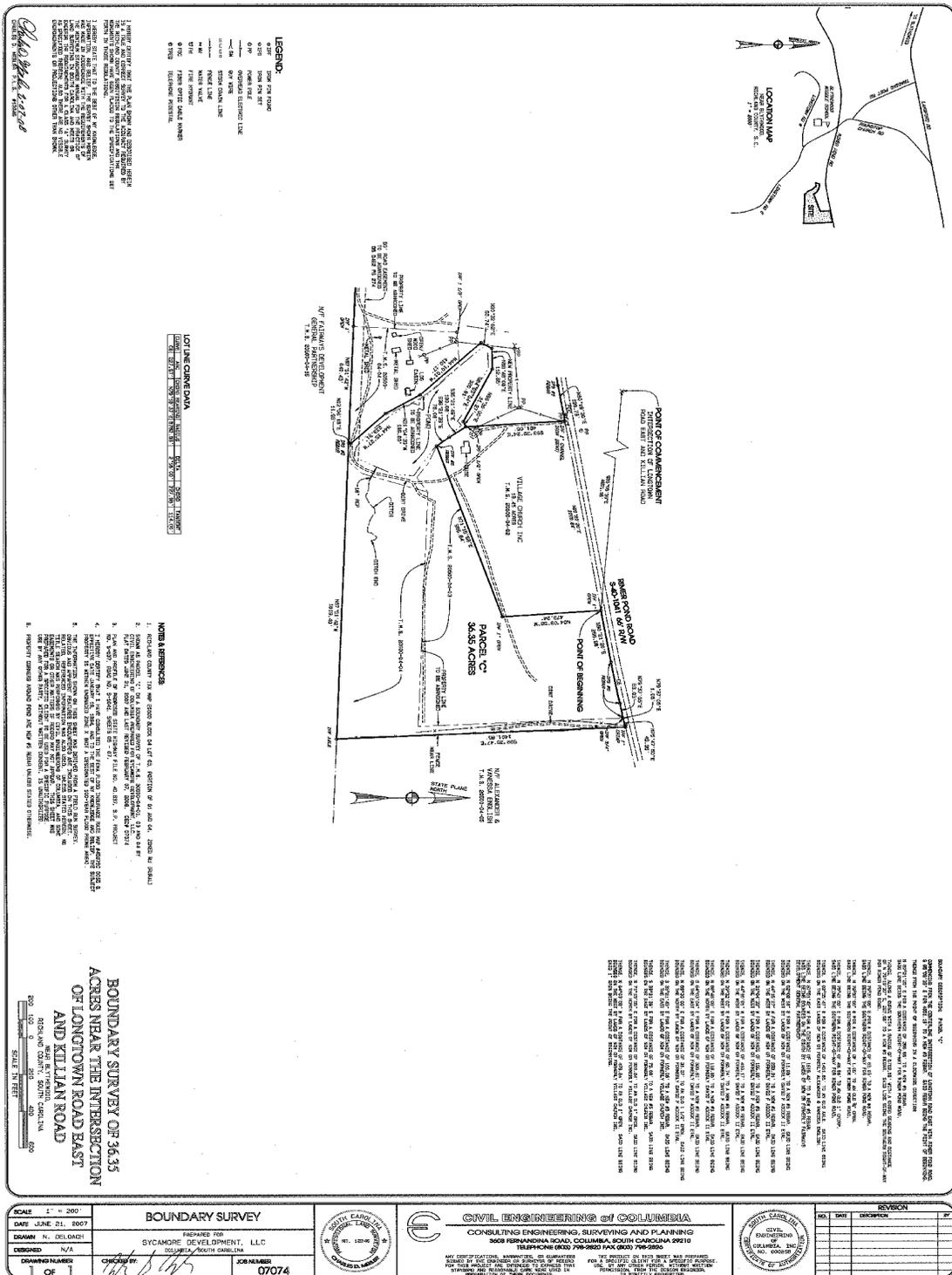
Thence, S 35°21'49" E for a distance of 100.08' to a new #5 rebar. Said line being bounded on the east by lands of now or formerly Village Church, Inc.

Thence, S 38°21'39" E for a distance of 76.08' to a new #5 rebar. Said line being bounded on the east by lands of now or formerly Village Church, Inc.

Thence, N 71°15'56" E for a distance of 986.84' to an old 1" open. Said line being bounded on the north by lands of now or formerly Village Church, Inc.

Thence, N 04°03'58" W for a distance of 479.24' to an old 1" open. Said line being bounded on the west by lands of now or formerly Village Church, Inc. Said 1" open being the point of beginning.

Boundary Description: Parcel "C", continued



Richland County Council Request of Action

Subject

08-29MA
Sycamore Development
RU to RS-MD (31.23 acres)
Residential
20500-04-01(p)
Rimer Pond Rd. **[PAGES 36-39]**

Purpose

Committee Recommendation

Council Action (First Reading)

This item received First Reading on October 28, 2008

Council Action (Second Reading)

This item received Second Reading on November 18, 2008

Public Hearing

This item received a public hearing on October 28, 2008

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 A PORTION OF TMS # 20500-04-01 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as a portion of TMS # 20500-04-01 (described in Exhibit A, which is attached hereto), from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 28, 2008
First Reading: October 28, 2008
Second Reading: November 18, 2008 (tentative)
Third Reading:

EXHIBIT A

Boundary Description: Parcel "A"

Commencing from the centerline intersection of Longtown Road east with Rimer Pond Road, S 74°58'21" E for 1779.29' to a new #5 rebar. Said rebar being the point of beginning.

Thence from the point of beginning in a clockwise direction:

S 02°28'07" W for a distance of 1071.17' to a new #5 rebar. Said line being bounded on the east by lands of now or formerly David F. Adcock, II, etal.

Thence, N 87°31'53" W for a distance of 667.53' to a new #5 rebar. Said line being bounded on the south by lands of now or formerly Fairways Development General Partnership.

Thence, N 87°31'53" W for a distance of 13.92' to a new #5 rebar. Said line being bounded on the south by lands of now or formerly Fairways Development General Partnership.

Thence, along a curve with a radius of 788.51' with a chord bearing and distance of N 35°55'37" W, 146.64' to a new #5 rebar. Said line being the eastern right-of-way for Longtown Road East.

Thence, N 30°35'29" W for a distance of 1259.70' to a new #5 rebar. Said line being the eastern right-of-way for Longtown Road East.

Thence, along a curve with a radius of 1462.40' with a chord bearing and distance of N 35°39'42" W, 258.49' to a new #5 rebar. Said line being the eastern right-of-way for Longtown Road East.

Thence, N 28°38'57" E for a distance of 33.61' to a new #5 rebar. Said line being bounded on the northwest by a 50' sight triangle.

Thence, along a curve with a radius of 1876.86' with a chord bearing and distance of S 77°54'34" E, 151.80' to a new #5 rebar. Said line being the southern right-of-way for Rimer Pond Road.

Thence, S 75°35'30" E for a distance of 1487.00' to a new #5 rebar. Said line being the southern right-of-way for Rimer Pond Road. Said rebar being the point of beginning.

Richland County Council Request of Action

Subject

08-03MA
Charlie Waite
Summit Contractors, Inc.
HI to RM-HD (27.86 Acres)
Multi-Family Apartments
17400-05-30
Clemson Rd. & Longreen Parkway **[PAGES 40-41]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 (TMS # 17400-05-30) FROM HI (HEAVY INDUSTRIAL DISTRICT) TO RM-HD (RESIDENTIAL, MULTI-FAMILY, HIGH DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17400-05-30 from HI (Heavy Industrial District) zoning to RM-HD (Residential, Multi-Family, High Density District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

08-31MA
Jim Poston
M-1 to GC (.92 Acres)
Zaxby's
17400-05-40(p)
Clemson & Longtown Rd. [PAGES 42-44]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 A PORTION OF TMS # 17400-05-40 FROM M-1 (LIGHT INDUSTRIAL 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 a portion of TMS # 17400-05-40 (described in Exhibit A, which is attached hereto), from M-1 (Light Industrial District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

EXHIBIT A

All that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Parcel 2A, 0.92 Acres on a plat prepared by US Design Services, Inc. dated February 13, 2008, recorded August 27, 2008 in Record Book 1458 at Page 3457, Office of the Register of Deeds for Richland County, and having the following metes and bounds as shown on said plat, to-wit: beginning at a #4 rebar located at the northeasternmost corner of the subject property at the intersection of the right-of-way of Clemson Road and the right-of-way of Chap Lane (Parcel 4) and running therefrom S37°15'31"W along the right-of-way of Chap Lane (Parcel 4) for a distance of 215.42 feet to a #4 rebar; thence turning and running N61°56'42"W along the right-of-way of Sams Crossing Drive (Parcel 4) for a distance of 13.55 feet to a #4 rebar; thence turning and running N64°09'50"W along the right-of-way of Sams Crossing Drive (Parcel 4) for a distance of 162.69 feet to a #4 rebar; thence turning and running N37°20'16"E along Parcel 2B for a distance of 250.04 feet to a #4 rebar; thence turning and running S52°39'45"E along the right-of-way of Clemson Road for a distance of 172.50 feet to a #4 rebar, being the point of beginning; be all measurements a little more or less.

TMS: 17400-05-40 (Portion)

Richland County Council Request of Action

Subject

08-34MA
University Suites
HI to RM-HD (13.94 Acres)
Multi-Family Use
13607-02-01
Bluff Rd. **[CONSENT] [PAGES 45-46]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 (TMS # 13607-02-01) FROM HI (HEAVY INDUSTRIAL DISTRICT) TO RM-HD (RESIDENTIAL, MULTI-FAMILY, HIGH DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 13607-02-01 from HI (Heavy Industrial District) zoning to RM-HD (Residential, Multi-Family, High Density District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

08-36MA
Security Federal
NC to OI (2 Acres)
02505-02-10
Hwy. 176 & Rauch Metz Rd. **[CONSENT][PAGES 47-48]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 # 02505-02-10 FROM NC (NEIGHBORHOOD COMMERCIAL DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02505-02-10 from NC (Neighborhood Commercial District) zoning to OI (Office and Institutional District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

08-37MA
Bruce Oswald
GC to RS-MD (.83 Acres)
Residential
11708-06-06
5706 Fairfield Rd. **[CONSENT] [PAGES 49-50]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 # 11708-06-06 FROM GC (GENERAL COMMERCIAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 11708-06-06 from GC (General Commercial District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

08-38MA
Deborah Shaffer
RU to RS-LD (2.94 Acres)
Residential
01316-01-01/02/03/04/05/06/07
Summer Haven Rd. **[CONSENT] [PAGES 51-52]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

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 # 01316-01-01/02/03/04/05/06/07 FROM RU (RURAL DISTRICT) TO RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 01316-01-01/02/03/04/05/06/07 from RU (Rural District) zoning to RS-LD (Residential, Single-Family – Low Density District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, regarding lighting standards [**CONSENT**][**PAGES 53-65**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE AND PERFORMANCE STANDARDS; SECTION 26-177, LIGHTING STANDARDS; SUBSECTION (B), STANDARDS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; is hereby amended to include the following definitions in proper alphabetical order:

Full-cutoff. With respect to lighting, a light fixture which cuts off all upward transmission of light, with zero light above 90° horizontal.

Glare. Discomfort experienced by an observer with a direct line of sight to a light source, resulting in visual impairment.

LED (Light Emitting Diode). A semiconductor diode that emits light when an electric current is applied in the forward direction of the device.

Light trespass. Light projected onto a property from a fixture not located on that property.

Lumen/photopic lumen. The measure of brightness of the illumination exiting a bulb, provided by a manufacturer.

Luminaire. The complete lighting unit, including the lamp, fixture, pole, and/or other parts.

Outdoor Retail. Commercial sales of large items, traditionally occurring outside (e.g., auto dealerships, lumber yards).

Pedestrian zone. An area where cars are prohibited, such as sidewalks, bikeways, trails, lawns and landscaped areas.

Tee Box. The area in a driving range where players stand to hit golf balls (i.e., tee shots).

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards;

Section 26-177, Lighting Standards; Subsection (b), Standards; is hereby amended to read as follows:

(b) *Standards.*

- ~~(1) *Orientation/shielding.* All light fixtures, except streetlights, shall be located, aimed, or shielded as to minimize stray light trespassing across property boundaries. No illumination in excess of one half (1/2) foot candle shall be permitted within the boundaries of any adjacent residentially developed property. The orientation of all lighting shall be downward.~~
- ~~(2) *Height of pole lighting.* Any lighting that is installed on a pole shall have a maximum height of eighteen (18) feet from the bulb to the adjacent ground. However, a maximum height of thirty (30) feet from the bulb to the adjacent ground is permitted for cut off lights in rural areas.~~
- ~~(3) *Prohibited lighting.* The following lighting features are prohibited: search lights, laser source lights, or any similar high-intensity light, except in emergencies by police and fire personnel or at their direction.~~
- ~~(4) *Parking lot and street lighting.* All outdoor lighting fixtures installed for parking lot or street lighting are permitted a maximum foot-candle reading of six (6) foot candles and a 2.5 maximum average reading.~~
- ~~(5) *Canopy lighting.* Outdoor lighting installed on canopies or drive-thru facilities is permitted an average foot candle reading of twenty (20) foot candles under any area that is illuminated.~~

(1) *Requirements for all zoning categories and applications.*

- (a) Luminaire heights are measured from ground level to the top of the luminaire.
- (b) All luminaires shall be full-cutoff certified.
- (c) All luminaires shall have internal visors/panels or external visors that control offsite light spill and glare.
- (d) Illumination from any luminaire at property lines shall not exceed .1 horizontal or .1 vertical foot-candles.

- (e) The orientation of all lighting shall be downward; provided, however, churches, temples, mosques, and other such places of worship may orient some lights upward onto specific architectural components of the structure (such as steeples or domes).
- (f) Accent lighting for sculptures, trees, landscaping features, flags, and entrances may orient light upward.
- (g) To control light spill and glare, luminaires shall be properly aimed when installed, and proper aiming shall be maintained.
- (h) All poles must be silver or grey, or a similar color, to blend into the horizon, scenery, or background. Under no circumstance may a black or brown pole be used. Provided, however, historic structures and/or historic sites may use traditional pole colors, and brown and/or green poles may be used in landscaped areas.

(2) Lighting exempt from these standards.

- (a) Lighting within swimming pools or other water features that are governed by Department of Health and Environmental Control regulations.
- (b) Exit signs, stairs, ramps, and other illumination required by building codes.
- (c) Emergency room entrances.

(3) Non-residential standards (except outdoor retail).

- (a) Parking lot lighting shall be reduced to security levels within sixty (60) minutes after the end of business hours. Luminaires near building entrances and entryways (driveways) may remain illuminated at security lighting levels.
- (b) For parking lots and driveways, luminaires may not exceed twenty-four (24) feet in height.
- (c) Parking garages:

[1] Perimeter poles are not allowed on the top floor.

[2] Interior poles may not exceed sixteen (16) feet in height.

[3] Luminaires shall be attached to perimeter walls.

(d) For pedestrian zones, luminaires on sidewalks, in landscaped areas, or adjacent to buildings may not exceed twelve (12) feet in height.

(e) Building mounted luminaires may not be mounted above the 1st floor and shall not exceed sixteen (16) feet in height.

(f) The maximum lighting per acre is 200,000 lumens per acre for business hours and 80,000 lumens per acre for security/non-business hours.

(g) The distance between luminaires on commercial properties and residential property lines must be greater than or equal to luminaire height. Provided, however, in the event of any conflict between this requirement and a requirement contained in a different provision of this chapter, the more restrictive provision shall apply.

(4) Residential standards (including hotels & motels).

(a) For parking lots and driveways, luminaires may not exceed eighteen (18) feet in height.

(b) For pedestrian zones, luminaires on sidewalks, in landscaped areas, or adjacent to buildings may not exceed twelve (12) feet in height.

(c) Building mounted luminaires may not be mounted above the 1st floor.

(d) The maximum lighting per acre is 80,000 lumens per acre.

(5) Outdoor Retail.

(a) The maximum lighting per acre is 650,000 lumens per acre for business hours and 180,000 lumens per acre for security/non-business hours.

(b) Full-power lighting shall be reduced within thirty (30) minutes after the end of business hours. Auto display areas may be illuminated, but at security levels.

(6) Athletic Lighting.

- (a) Athletic lighting is exempt from lumens per acre.
- (b) Athletic lighting shall have internal visors/panels or external visors that control offsite spill and glare.
- (c) Golf driving ranges must use elevated tee boxes with lighting below.
- (d) Light trespass requirements apply.
- (e) Lighting must be turned off by 11:00 p.m.
- (f) The distance between luminaires for athletic facilities and residential property lines must be greater than or equal to luminaire height. Provided, however, in the event of any conflict between this requirement and a requirement contained in a different provision of this chapter, the more restrictive provision shall apply.

(7) Prohibited lighting. The following lighting features are prohibited: search lights, laser source lights, or any similar high-intensity light, except in emergencies by police and fire personnel or at their direction.

(8) Canopy standards.

- (a) Shielding: All luminaires mounted on or recessed into the lower surface of service station and/or entrance canopies shall be fully shielded and utilize flat lenses.
- (b) Total Under-Canopy Output: The total light output used for illuminating service station and/or entrance canopies defined as the sum of all under-canopy initial bare-lamp outputs in lumens, shall not exceed 430 lumens per square meter (forty lumens per square foot) of canopy
- (c) All lighting mounted under the canopy, including but not limited to luminaires mounted on the lower surface or recessed into the lower surface of the canopy and any lighting within signage or illuminated panels over the pumps, is to be included toward the total at full initial lumen output.

(9) Lighting lamps.

(a) Approved lighting lamps: incandescent lamps, fluorescent lamps, metal halide lamps, LED devices, and induction lamps.

(b) Prohibited lighting lamps: high pressure sodium lamps, low-pressure sodium lamps, and mercury vapor lamps (sometimes called high-pressure mercury, as distinguished from fluorescent).

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE ____ DAY

OF _____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE AND PERFORMANCE STANDARDS; SECTION 26-177, LIGHTING STANDARDS; SUBSECTION (B), STANDARDS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; is hereby amended to include the following definitions in proper alphabetical order:

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LED (Light Emitting Diode). A semiconductor diode that emits light when an electric current is applied in the forward direction of the device.

Light trespass. Light projected onto a property from a fixture not located on that property.

Lumen/photopic lumen. The measure of brightness of the illumination exiting a bulb, provided by a manufacturer.

Luminaire. The complete lighting unit, including the lamp, fixture, pole, and/or other parts.

Outdoor Retail. Commercial sales of large items, traditionally occurring outside (e.g., auto dealerships, lumber yards).

Pedestrian zone. An area where cars are prohibited, such as sidewalks, bikeways, trails, lawns and landscaped areas.

Tee Box. The area in a driving range where players stand to hit golf balls (i.e., tee shots).

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards;

Section 26-177, Lighting Standards; Subsection (b), Standards; is hereby amended to read as follows:

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- ~~(4) *Parking lot and street lighting.* All outdoor lighting fixtures installed for parking lot or street lighting are permitted a maximum foot-candle reading of six (6) foot candles and a 2.5 maximum average reading.~~
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- (d) Illumination from any luminaire at property lines shall not exceed .1 horizontal or .1 vertical foot-candles.

- (e) The orientation of all lighting shall be downward; provided, however, churches, temples, mosques, and other such places of worship may orient some lights upward onto specific architectural components of the structure (such as steeples or domes).
- (f) Accent lighting for sculptures, trees, landscaping features, flags, and entrances may orient light upward.
- (g) To control light spill and glare, luminaires shall be properly aimed when installed, and proper aiming shall be maintained.
- (h) All poles must be silver or grey, or a similar color, to blend into the horizon, scenery, or background. Under no circumstance may a black or brown pole be used. Provided, however, historic structures and/or historic sites may use traditional pole colors, and brown and/or green poles may be used in landscaped areas.

(2) Lighting exempt from these standards.

- (a) Lighting within swimming pools or other water features that are governed by Department of Health and Environmental Control regulations.
- (b) Exit signs, stairs, ramps, and other illumination required by building codes.
- (c) Emergency room entrances.

(3) Non-residential standards (except outdoor retail).

- (a) Parking lot lighting shall be reduced to security levels within sixty (60) minutes after the end of business hours. Luminaires near building entrances and entryways (driveways) may remain illuminated at security lighting levels.
- (b) For parking lots and driveways, luminaires may not exceed twenty-four (24) feet in height.
- (c) Parking garages:

[1] Perimeter poles are not allowed on the top floor.

[2] Interior poles may not exceed sixteen (16) feet in height.

[3] Luminaires shall be attached to perimeter walls.

(d) For pedestrian zones, luminaires on sidewalks, in landscaped areas, or adjacent to buildings may not exceed twelve (12) feet in height.

(e) Building mounted luminaires may not be mounted above the 1st floor and shall not exceed sixteen (16) feet in height.

(f) The maximum lighting per acre is 200,000 lumens per acre for business hours and 80,000 lumens per acre for security/non-business hours.

(g) The distance between luminaires on commercial properties and residential property lines must be greater than or equal to luminaire height. Provided, however, in the event of any conflict between this requirement and a requirement contained in a different provision of this chapter, the more restrictive provision shall apply.

(4) Residential standards (including hotels & motels).

(a) For parking lots and driveways, luminaires may not exceed eighteen (18) feet in height.

(b) For pedestrian zones, luminaires on sidewalks, in landscaped areas, or adjacent to buildings may not exceed twelve (12) feet in height.

(c) Building mounted luminaires may not be mounted above the 1st floor.

(d) The maximum lighting per acre is 80,000 lumens per acre.

(5) Outdoor Retail.

(a) The maximum lighting per acre is 650,000 lumens per acre for business hours and 180,000 lumens per acre for security/non-business hours.

(b) Full-power lighting shall be reduced within thirty (30) minutes after the end of business hours. Auto display areas may be illuminated, but at security levels.

(6) Athletic Lighting.

- (a) Athletic lighting is exempt from lumens per acre.
- (b) Athletic lighting shall have internal visors/panels or external visors that control offsite spill and glare.
- (c) Golf driving ranges must use elevated tee boxes with lighting below.
- (d) Light trespass requirements apply.
- (e) Lighting must be turned off by 11:00 p.m.; provided, however, events sanctioned by the South Carolina High School League or the South Carolina Association of Independent Schools which are underway at the time the 11:00 hour happens are exempt from this requirement.
- (f) The distance between luminaires for athletic facilities and residential property lines must be greater than or equal to luminaire height. Provided, however, in the event of any conflict between this requirement and a requirement contained in a different provision of this chapter, the more restrictive provision shall apply.

(7) Prohibited lighting. The following lighting features are prohibited: search lights, laser source lights, or any similar high-intensity light, except in emergencies by police and fire personnel or at their direction.(8) Canopy standards.

- (a) Shielding: All luminaires mounted on or recessed into the lower surface of service station and/or entrance canopies shall be fully shielded and utilize flat lenses.
- (b) Total Under-Canopy Output: The total light output used for illuminating service station and/or entrance canopies defined as the sum of all under-canopy initial bare-lamp outputs in lumens, shall not exceed 430 lumens per square meter (forty lumens per square foot) of canopy
- (c) All lighting mounted under the canopy, including but not limited to luminaires mounted on the lower surface or recessed into the lower surface of the canopy and any

lighting within signage or illuminated panels over the pumps, is to be included toward the total at full initial lumen output.

(9) Lighting lamps.

(a) Approved lighting lamps: incandescent lamps, fluorescent lamps, metal halide lamps, LED devices, and induction lamps.

(b) Prohibited lighting lamps: high pressure sodium lamps, low-pressure sodium lamps, and mercury vapor lamps (sometimes called high-pressure mercury, as distinguished from fluorescent).

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE ____ DAY

OF _____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008
Third Reading: December 16, 2008 (tentative)

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, so as to correctly reflect that Sexually Oriented Businesses are permitted in the HI Zoning District, as well as in the GC Zoning District [**CONSENT**] [**PAGES 66-69**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; "OTHER USES" OF TABLE 26-V-2.; AND AMENDING ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SUBSECTION (B), PERMITTED USES WITH SPECIAL REQUIREMENTS LISTED BY ZONING DISTRICT; PARAGRAPH (64), SEXUALLY ORIENTED BUSINESSES; SO AS TO CORRECTLY REFLECT THAT SEXUALLY ORIENTED BUSINESSES ARE PERMITTED IN THE HI ZONING DISTRICT, AS WELL AS IN THE GC ZONING DISTRICT.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; Paragraph (64), Sexually Oriented Businesses; is hereby amended to read as follows:

(64) Sexually Oriented Businesses - (GC **HI**)

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; "Other Uses" of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Other Uses																	
Sexually Oriented Businesses														SR			SR
Buildings, High Rise, 4 or 5 Stories										SR	SR			SR			
Buildings, High Rise, 6 or More Stories										SE	SE			SE			

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE _____ DAY

OF _____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Ordinance authorizing an amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain property owned by Primesouth, Inc., and other related matters [**CONSENT**] [**PAGES 70-73**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

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

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY PRIMESOUTH, INC., AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“Richland”), and Fairfield County, South Carolina (“Fairfield”) (collectively, “Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), have jointly developed the I-77 Corridor Regional Industrial Park (“Park”); and

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

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

WHEREAS, on April 15, 2003, the Counties entered into an agreement entitled “Master Agreement Governing the I-77 Corridor Regional Industrial Park” (“Master Agreement”), the provisions of which replaced all existing Phase Agreements and now govern the operation of the Park; and

WHEREAS, Primesouth, Inc., a South Carolina corporation, its corporate affiliates and assigns (collectively, “Company”), has requested that the Counties expand the boundaries of the Park to include property located in Fairfield and described in the attached **Exhibit A** (collectively, “Property”); and

WHEREAS, the Counties now desire to expand the boundaries of the Park to include the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Property. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council.

Section 2. Removal of Property from Park. The Company may request that a portion of the Property be removed from the Park. In such case, the Counties hereby authorize removal of such portion of the Property upon receipt of a written request from the Company. No further action by either the Richland County Council or the Fairfield County Council is required. 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 removal of a portion of the Property from the Park. The public hearing requirement set forth in Section 1.03 of the Master Agreement is hereby waived.

Section 3. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior Ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 5. Effectiveness. This Ordinance shall be effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

(SEAL)

Attest this _____ day of
_____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 18, 2008 [Tentative]
Second Reading: December 2, 2008 [Tentative]
Third Reading: December 16, 2008 [Tentative]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[to be completed before third reading]

Richland County Council Request of Action

Subject

Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Bay, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$30,000,000 [**CONSENT**] [**PAGES 74-131**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CERTAIN ECONOMIC INCENTIVES, INCLUDING PAYMENT OF A FEE IN LIEU OF PROPERTY TAXES AND OTHER RELATED MATTERS, PURSUANT TO A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND PROJECT BAY, PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, FOR A PROJECT INVOLVING AN INVESTMENT OF NOT LESS THAN \$30,000,000.

**A RESOLUTION
(RICHLAND COUNTY)**

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

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

WHEREAS, Project Bay, a corporation organized and existing under the laws of the State of South Carolina (the "Company"), desires to expand its existing manufacturing facility located within the County (the "Facility") through the expansion of an existing building(s) and the addition of machinery and equipment at the Facility (the "Project"); and

WHEREAS, based on the information provided by the Company, the County has determined that the Project would directly and substantially benefit the general public welfare of the County by providing the creation of jobs and employment, the increase of ad valorem tax base, service, employment, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e.,

economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Project will be greater than the costs; and

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

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

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

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

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

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

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

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

Adopted in meeting duly assembled this ____ day of _____ 2008.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joseph McEachern, Chairman, County Council of
Richland County, South Carolina

(SEAL)

ATTEST:

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

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

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

WHEREAS, the County has reviewed the Fee Agreement, the form of which is attached to this Ordinance and incorporated herein, and determined that the same is appropriate in form and substance for execution by the County.

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

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

- (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power; and
- (c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

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

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

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

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

(d) The Fee Agreement shall provide that the Company will invest at least \$30,000,000 at the Project over a period of five (5) years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service.

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

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

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

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

First Reading:	November 18, 2008	Second Reading:	December 2, 2008
Public Hearing:	December 16, 2008	Third Reading:	December 16, 2008

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this ___ day of _____, 2008.

RICHLAND COUNTY COUNCIL

Joseph McEachern, Chairman

ATTEST

Michielle Cannon-Finch, Clerk to Council

FEE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT BAY

Effective as of _____, 2008

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PROJECT BAY
AND
RICHLAND COUNTY, SOUTH CAROLINA**

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FEE AGREEMENT

PROJECT BAY

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

WITNESSETH:

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

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

WHEREAS, the Company desires to expand its existing manufacturing facility located within the County (the "Facility") through the expansion of an existing building(s) and the addition of machinery and equipment at the Facility (the "Project") and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

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

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

1. DEFINITIONS

1.1 Specific Definitions

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

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

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

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

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

“Code” means the Code of Laws of South Carolina, 1976, as amended.

“Commencement Date” means the last day of the property tax year during which the Project or a portion of the Project is first placed in service, as defined in the Act.

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

“Completion Date” means December 31, 2013, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

“Term” means the duration of this Fee Agreement.

1.2 References to Fee Agreement

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

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the County

The County warrants that:

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

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

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

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

2.2 Representations and Warranties by Company

The Company represents and warrants that:

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

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

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

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

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

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

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

3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT

3.1 Construction and Acquisition of Project

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

3.2 Completion Date

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

3.3 Completion of the Project

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

3.4 Amendments to Exhibits

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

3.5 Minimum Investment Commitment

Before the Completion Date, the Company will invest at least Thirty Million Dollars (\$30,000,000) in taxable property constituting part of the Project (the "Minimum Investment Threshold").

3.6 Licenses and Permits; Assistance in Obtaining

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

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

4. TERM, FEES AND ADDITIONAL PAYMENTS

4.1 Term

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the

twentieth (20th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

4.2 *FILOT Payments*

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

4.3 *Additional Payments*

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

4.4 *Failure to Pay in a Timely Manner*

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

5. FILOT PAYMENTS AND TAX CREDITS

5.1 *FILOT Payments; Calculation and Timing*

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

(B) The amount of FILOT Payments due and payable shall be that which would be due in ad valorem property taxes if the Project were subject to ad valorem property taxes, but using (i) an assessment ratio of six percent (6%), (ii) a millage rate of _____ mills (which

millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project Property to be determined according to the Act (the “Fair Market Value”).

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

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

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

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

5.2 Tax Deductions, Credits and Exemptions

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

5.3 Abating FILOT Payments

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

6. OTHER COVENANTS

6.1 Use of Project

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

6.2 Limitation of County's Liability

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

6.3 No Liability of County Personnel

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

6.4 Transfer of Project; Financing

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

6.5 Financing

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

6.6 Leasing of Project

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

6.7 Filing of Annual Report of Investment in Project

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

6.8 Waiver of Statutorily Required Recapitulation

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

6.9 Indemnification

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

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

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

7. EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default by Company

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

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

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

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

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

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

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

7.2 Remedies on Event of Default by Company

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

7.3 Default by County

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within ninety (90) days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for mandamus.

8. MISCELLANEOUS

8.1 Rights and Remedies Cumulative

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

8.2 Successors and Assigns

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

8.3 Notices; Demands; Requests

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

Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

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

With a Copy to:

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Michael E. Kozlarek
Telephone: (803) 253-8924
Facsimile: (803) 255-8017

(b) As to the Company:

[Project Bay contact person]

With a Copy to:

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

8.4 Next Succeeding Business Day

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

8.5 Applicable Law; Entire Understanding

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth

in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

8.6 Severability

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

8.7 Execution Disclaimer.

Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

8.8 Headings and Table of Contents; References

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

8.9 Multiple Counterparts

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

8.10 Amendments

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

8.11 Waiver

Any party hereunder may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

8.12 NON-DISCLOSURE OF COMPANY INFORMATION

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and

representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

[End of Page; Signatures on Next Page]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joseph McEachern, Chairman, County
Council of Richland County, South Carolina

ATTEST:

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

PROJECT BAY

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

None.

EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY

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

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

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

WHEREAS, the County has reviewed the Fee Agreement, the form of which is attached to this Ordinance and incorporated herein, and determined that the same is appropriate in form and substance for execution by the County.

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

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

- (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power; and
- (c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

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

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

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

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

(d) The Fee Agreement shall provide that the Company will invest at least \$30,000,000 at the Project over a period of five (5) years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service.

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

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

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

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

First Reading:	November 18, 2008	Second Reading:	December 2, 2008
Public Hearing:	December 16, 2008	Third Reading:	December 16, 2008

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this ___ day of _____, 2008.

RICHLAND COUNTY COUNCIL

Joseph McEachern, Chairman

ATTEST

Michielle Cannon-Finch, Clerk to Council

FEE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT BAY

Effective as of _____, 2008

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PROJECT BAY
AND
RICHLAND COUNTY, SOUTH CAROLINA**

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FEE AGREEMENT

PROJECT BAY

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

WITNESSETH:

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

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

WHEREAS, the Company desires to expand its existing manufacturing facility located within the County (the "Facility") through the expansion of an existing building(s) and the addition of machinery and equipment at the Facility (the "Project") and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

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

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

1. DEFINITIONS

1.1 Specific Definitions

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

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

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

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

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

“Code” means the Code of Laws of South Carolina, 1976, as amended.

“Commencement Date” means the last day of the property tax year during which the Project or a portion of the Project is first placed in service, as defined in the Act.

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

“Completion Date” means December 31, 2013, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

“Term” means the duration of this Fee Agreement.

1.2 References to Fee Agreement

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

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the County

The County warrants that:

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

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

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

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

2.2 Representations and Warranties by Company

The Company represents and warrants that:

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

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

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

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

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

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

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

3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT

3.1 Construction and Acquisition of Project

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

3.2 Completion Date

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

3.3 Completion of the Project

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

3.4 Amendments to Exhibits

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

3.5 Minimum Investment Commitment

Before the Completion Date, the Company will invest at least Thirty Million Dollars (\$30,000,000) in taxable property constituting part of the Project (the "Minimum Investment Threshold").

3.6 Licenses and Permits; Assistance in Obtaining

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

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

4. TERM, FEES AND ADDITIONAL PAYMENTS

4.1 Term

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the

twentieth (20th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

4.2 *FILOT Payments*

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

4.3 *Additional Payments*

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

4.4 *Failure to Pay in a Timely Manner*

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

5. FILOT PAYMENTS AND TAX CREDITS

5.1 *FILOT Payments; Calculation and Timing*

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

(B) The amount of FILOT Payments due and payable shall be that which would be due in ad valorem property taxes if the Project were subject to ad valorem property taxes, but using (i) an assessment ratio of six percent (6%), (ii) a millage rate of 405.5 mills (which millage

rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project Property to be determined according to the Act (the “Fair Market Value”).

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

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

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

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

5.2 Tax Deductions, Credits and Exemptions

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

5.3 Abating FILOT Payments

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

6. OTHER COVENANTS

6.1 Use of Project

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

6.2 Limitation of County's Liability

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

6.3 No Liability of County Personnel

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

6.4 Transfer of Project; Financing

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

6.5 Financing

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

6.6 Leasing of Project

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

6.7 Filing of Annual Report of Investment in Project

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

6.8 Waiver of Statutorily Required Recapitulation

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

6.9 Indemnification

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

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

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

7. EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default by Company

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

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

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

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

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

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

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

7.2 Remedies on Event of Default by Company

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

7.3 Default by County

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within ninety (90) days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for mandamus.

8. MISCELLANEOUS

8.1 Rights and Remedies Cumulative

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

8.2 Successors and Assigns

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

8.3 Notices; Demands; Requests

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

Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

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

With a Copy to:

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Michael E. Kozlarek
Telephone: (803) 253-8924
Facsimile: (803) 255-8017

(b) As to the Company:

[Project Bay contact person]

With a Copy to:

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

8.4 Next Succeeding Business Day

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

8.5 Applicable Law; Entire Understanding

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth

in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

8.6 Severability

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

8.7 Execution Disclaimer.

Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

8.8 Headings and Table of Contents; References

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

8.9 Multiple Counterparts

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

8.10 Amendments

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

8.11 Waiver

Any party hereunder may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

8.12 NON-DISCLOSURE OF COMPANY INFORMATION

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and

representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

[End of Page; Signatures on Next Page]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joseph McEachern, Chairman, County
Council of Richland County, South Carolina

ATTEST:

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

PROJECT BAY

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

None.

EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles **[PAGES 132-136]**

Purpose

Committee Recommendation

COMMITTEE RECOMMENDED APPROVAL

Council Action (First Reading)

THIS ITEM RECEIVED FIRST READING ON OCTOBER 7, 2008

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item Yes

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-16, YARD TRASH AND OTHER HOUSHOLD ARTICLES.

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 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16; is hereby amended to read as follows:

Sec. 12-16. Same – Yard trash and other household/business articles.

(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

(1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.~~

(2) Yard trash and other household articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:

a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;

b. Sticks, hedge clippings, and small brush ~~and leaves~~ shall be placed in neat piles at curbside.

c. Leaves shall be bagged and placed at curbside.

(3) Within one (1) week of each month, contractors shall remove all household furnishings, appliances, large yard toys and other large household articles, when placed in front of the residence at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

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 _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE _____ DAY

OF _____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 7, 2008 (tentative)
Second Reading: October 21, 2008 (tentative)
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-16, YARD TRASH AND OTHER HOUSHOLD ARTICLES.

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(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

- (1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.~~
- (2) Yard trash and other household articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:
 - a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;
 - b. Sticks, hedge clippings, and small brush ~~and leaves~~ shall be placed in neat piles at curbside.
 - c. Leaves shall be bagged placed in thirty (30) to fifty (50)-gallon brown compostable paper bags or in thirty (30)-gallon unlined garbage cans that are clearly marked “YARD WASTE” and placed at curbside.
- (3) Within one (1) week of each month, contractors shall remove all household furnishings, appliances, large yard toys and other large household articles, when placed in front of the residence at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

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 _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
_____, Chair

ATTEST THIS THE _____ DAY
OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 7, 2008
Second Reading: December 16, 2008 (tentative)
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance amending the Richland County Code of Ordinances, Chapter 10, Fire Prevention and Protection
[CONSENT] [PAGES 137-141]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-08HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF
ORDINANCES, CHAPTER 10, FIRE PREVENTION AND PROTECTION.

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 10, Fire Prevention and Protection; is hereby amended to read as follows:

Sec. 10-1. Compliance with chapter provisions.

No person shall kindle or maintain any open burning or authorize any such fire to be kindled or maintained within the unincorporated areas of the county, except as stated in this article.

Sec. 10-2. Open burning on the premises of private residences.

Open burning of leaves, tree branches and yard trimmings originating on the premises of private residences and burned on those premises shall be permitted within "rural" zoning districts, as defined under the Richland County Land Development Code, provided that any fire must be located not less than 75 feet from any structure, road, or property line and adequate provision has been made to prevent the fire from spreading to within 75 feet of any such structure, road or property line. Open burning of leaves, tree branches, and yard trimmings shall be prohibited on the premises of private residences within any "residential" zoning district, as defined under the Richland County Land Development Code.

Sec. 10-3. Open burning in undeveloped areas for the purpose of land clearing or right-of-way maintenance.

Open burning in undeveloped areas, including undeveloped areas within "residential" zoning districts, as defined under the Richland County Land Development Code, for the purpose of land-clearing or right-of-way maintenance shall be permitted, provided that such burning is conducted in accordance with the SC Department of Health and Environmental Control (DHEC) Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq.. Open burning for the purpose of land clearing and right-of-way maintenance shall be prohibited during the ozone season (April 1 through October 30).

Sec. 10-4 Attendant and fire extinguishing equipment required; notice to state forester; adherence to state law.

The burning must be constantly attended by a competent person until such fire is extinguished. Such person shall have a garden hose connected to a water supply, or other fire extinguishing equipment readily available for use. Proper notification shall be given to the state forester or his duly authorized representative or other persons designated by the state forester. The notice shall contain all information required by the state forester or his representative. The burning must be conducted in accordance with related state laws and regulations including, but not limited to, DHEC Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq.

Sec. 10-5. Fires shall be prohibited as follows.

- a. The county Fire Marshal may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.
- b. The following materials shall not be burned in an open fire: Asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

Sec. 10-6. Criteria for determining hazards.

Reasonable criteria shall be established by the county council to assist in determining when outdoor fires may be hazardous. These criteria may include air quality standards as well as various fire danger indexes.

Sec. 10-7. Prohibited on county roads, drainage rights-of-way and adjacent areas.

Open burning shall be prohibited on all county roads and drainage rights-of-way, or within an area that may cause damage to such areas.

Sec. 10-8. Exemptions.

- a. This article does not apply to vegetative debris burning related to forestry, wildlife and agricultural burns, as authorized by the state forestry commission.
- b. This article is not meant to restrict open burning in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions or human warmth that are done in a safe manner.

Sec. 10-9. Restrictions; exceptions.

Smoke production must be ended and no combustible material may be added to the fire between official sunset of one day and official sunrise of the following day with the exception of fires in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions, or human warmth and fires where time parameters are already regulated by the Department of Environmental Control Regulation 61-62.2.

Sec. 10-10. Hazardous or toxic materials.

Hazardous or toxic materials shall not be burned.

Sec. 10-11. Permit for organized public fireworks displays--Fee.

A charge of twenty-five dollars (\$25.00) shall be made for the issuance of the public fireworks display permit required by the fire prevention code adopted in Article V of Chapter 6, to cover administrative costs.

Sec. 10-12. Same--Disposition of fee.

All fees required by section 10-2 shall be deposited in the county general fund, in accordance with the receipts and deposits policies established by county council.

Sec. 10-13. Same--Penalties.

Any person holding a fireworks display in the county without obtaining a permit as provided in the fire prevention code adopted in Article V of Chapter 6, shall be deemed in violation of S.C. Code 1976, § 23-35-60, as amended, and, upon conviction thereof, shall be punished according to law.

Sec. 10-14. Burning of structures for fire-fighting training.

A vacant, dilapidated and unsafe structure may be burned by personnel of a legally constituted fire department for fire-fighting training purposes. Before such training is commenced, the appropriate fire department official will present proof to the county building official that approval for burning the structure has been obtained, if so required, from the state department of health and environmental control and the owner of the structure. Upon presentation of the required proof, the building official will issue a permit for the burning of the structure. When the burning/training is completed, the fire department which conducted the training will remove or cause to be removed debris, burned or unburned, lying within ten feet of the perimeter wall of the structure. Necessary and appropriate seeding will be accomplished to establish vegetation to prevent transporting of soil to other people's property by way of erosion. On completion of the removal of debris and necessary seeding, the fire department official will notify the building official, so that an inspection will be made for compliance with this section and the closing out of the permit.

Sec. 10-15. Civil and criminal liability.

The authorization to conduct an open burn does not relieve the individual responsible from civil or criminal liabilities resulting from the burning.

Sec. 10-16. Conflicts of article with state law.

The provision of this chapter shall prevail and be controlling over provisions of state law if such is allowed by state law. Otherwise, if any conflict arises between the provisions of this chapter and any state law, the provisions of state law shall prevail and be controlling.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chairperson

ATTEST THIS THE ____ DAY

OF _____, 2008

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

Alternative Dirt Road Paving Program/Ordinance to permit adoption of countywide dirt road paving program standards [**PAGES 142-162**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

CHAPTER 21: ROADS, HIGHWAYS AND BRIDGES*

***Cross reference(s)**--Department of public works and utilities, § 2-192 et seq.; buildings and building regulations, Ch. 6; garbage, trash and refuse, Ch. 12; hazardous materials, Ch. 13; motor vehicles and traffic, Ch. 17; parks and recreation, Ch. 19; planning, Ch. 20; vehicles for hire, Ch. 25; drainage, erosion and sediment control, § 26-202; land development, Ch. 26.

State law reference(s)--County supervision of roads, S.C. Code 1976, § 57-17-10.

ARTICLE I. IN GENERAL

Sec. 21-1. Purpose.

The purpose of this article is to define the mission, responsibilities and limitations of the department of public works with regard to maintenance and construction of road and drainage infrastructure in the county.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-2. Jurisdiction.

The provisions of this article shall apply to all lands within the jurisdiction of the county and within the jurisdiction of those municipalities that agree, through intergovernmental service contracts, to have these provisions administered within their corporate limits.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-3. Definitions.

The following definitions apply to words and terms used in this article. All other words shall have their customary meanings:

(a) *"C" Construction Program.* A state program by which state gasoline tax revenues are shared with counties for transportation and road construction activities. The funds involved are commonly referred to as "C" funds and they are used at the discretion of a County Transportation Committee (CTC) appointed by the county's Legislative Delegation pursuant to section 12-28-2740 of the S.C Code of Laws.

(b) *County.* Richland County, South Carolina, its county council or its administrative staff acting on its behalf.

(c) *County road maintenance system.* All those public highways, streets and roads, paved and unpaved, that have been dedicated for public use and accepted by the county as prescribed in this chapter and which have not been accepted for maintenance by any other public entity.

(d) *Driveway.* Any paved or unpaved way located on a single parcel of property and intended for vehicular access from a highway, street or road to one or more residences located on that parcel.

(e) *Easement.* A grant to the general public, a corporation, a specific person or persons or a public entity of the right to use a strip or parcel of land for a specific purpose. Fee simple title to the land remains with the grantor.

(f) *Easement and right-of-way deed.* A legal document by which an easement or right-of-way, as defined herein, is granted by a property owner to the county. This document is executed by the property owner (grantor) and the County and recorded in the office of the Richland County Register of Deeds so that the easement or right-of-way becomes a permanent part of the public record and binds the grantor's successors in title to its provisions.

(g) *Highway, street or road.* The terms "highway", "street", and "road", as used herein, shall be general terms denoting a public way for the purpose of vehicular travel. The terms shall refer to the entire area within the right-of-way to include roadways, pedestrian facilities, bridges, tunnels, viaducts, drainage structures and all other facilities commonly considered component parts of highways, streets or roads. These terms are used interchangeably herein.

(h) *Prescriptive easement.* An easement acquired for a specific purpose by long continued enjoyment or usage of property for that purpose. To a certain extent, it resembles title by adverse possession but differs to the extent that the adverse user acquires only an easement and not title. To create an easement by "prescription", the use must have been open, continuous, exclusive and under claim of right for the statutory period, which in the state is twenty (20) years.

(i) *Private road.* As it is used in this article, a private road refers to a road that is not maintained by any public entity such as the County, the South Carolina Department of Transportation (SCDOT) or a municipality. Depending upon the granting of easements and accepted use, private roads may be used by those other than the property owners.

(j) *Public road.* A public road refers to a road that is maintained by a public entity. This would include all roads in the county road maintenance system. In this case, the public is clearly entitled to use the road.

(k) *Quit-claim deed.* A deed of conveyance that is intended to pass any title, interest or claim which the grantor may have in the premises, but not professing that such title is valid, nor containing any warranty or covenants for title.

(m) *Alternative Maintenance Paving .* A County program by which county road maintenance revenues are used for paving all qualifying light duty / low volume unpaved public roads in the County. The funds involved are commonly referred to as "Roadway Maintenance Fees" and

they are used as proportioned by normal council and finance department budgeting at the discretions of a County Dirt Road Alternative Maintenance Paving Committee appointed. The council Committee shall be organized as County Council pursuant to this ordinance Chapter 21 section 21-3.

(n) *Right-of-way.* A strip or parcel of land occupied or intended for occupancy by a street, road, railroad or other special use. Fee simple title may or may not be granted to the agency or entity acquiring the right-of-way, but the property is dedicated exclusively for the intended use and is platted separately and distinct from the adjoining lots or parcels.

(o) *Light Duty / Low Volume Pavement and Maintenance Standard.* Engineering design standard considered “maintenance” whereby unpaved roads with average daily traffic limited at 400 vehicles per day are hard surfaced under a countywide Alternative Maintenance Paving Program

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-4. Drainage on private property.

(a) Drainage improvements and/or maintenance will be undertaken by county forces on private property only:

(1) When the drainage system involved has been designed, approved and constructed in accordance with the county's Stormwater Management, Erosion and Sediment Control Regulations (§§26-202, 26-203) and accepted by the county, or

(2) When there is a clear and substantial public interest served in doing so and drainage easements are granted to the county on all of the property involved. For the purpose of this section, a public interest is defined as:

a. The correction of a serious health hazard, as designated by county or state health officials, affecting multiple residences and beyond the responsibility of an individual property owner.

b. The correction of a malfunction or inadequacy of the drainage system within the right-of-way of a publicly maintained street or road.

c. The correction of drainage problems associated with projects constructed by the county.

d. The maintenance of the structural integrity of the existing drainage infrastructure of the county.

e. The improvement of drainage for the benefit of the community. To benefit the community, drainage improvements must eliminate flooding that directly affects a minimum of four (4) residences and/or businesses situated on individual lots or inundates a public road. Note: Correction of minor ditch erosion problems on private property will not be considered a substantial public interest.

(b) Easements will be obtained for any existing or proposed drainage facilities on private property before any work is performed thereon by county forces. Easements for maintenance of drainage facilities constructed without the county's approval of plans or inspections will not be accepted unless the property owners hold harmless and release the county from all claims resulting from deficiencies of the facilities.

(c) Except where the county has accepted an easement for maintenance of drainage facilities on private property as provided herein, maintenance is the responsibility of the property owner.

(Code 1976, § 8-1001; Ord. No. 452-77, § 1, 10-26-77; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-5. Maintenance of unpaved roads.

(a) The Department of Public Works shall maintain all unpaved roads of the county which have been dedicated for public use regardless of whether or not the dedication was by law or usage. Those roads determined to have been dedicated shall be considered to be a part of the county road maintenance system. Roadway maintenance shall include provisions to implement hard surfacing on prepared base as Low Volume Dirt Road Pave In Place Program generally described in Policy Overview document RC-PS-414-08. It shall be the Policy of the County to eliminate unpaved road surface condition and adopt the low volume road Alternative Maintenance Paving program that provide hard surface paving that provide equivalent projected service life and utility to that of standard road sections.

(b) For purposes of ascertaining dedication by usage or by maintenance by the county, all unpaved roads which have been used by the public and/or maintained by the county for a period of twenty (20) years or more shall be deemed dedicated and shall be maintained by the department of public works.

(c) The county will claim a prescriptive easement for all unpaved roads deemed to be dedicated as public roads by usage. Such easements will be considered as comprising the land actually maintained by the county as part of the road.

(d) All unpaved roads which have been marked in either red or green on the map presented to the county council on March 5, 1975, shall be brought within a systematic identification process as soon as practicable and maintained by county forces.

(e) Unpaved roads not maintained by the county under the provisions of (a) through (d) above, will be accepted for maintenance only when such maintenance will provide a substantial

public benefit. For the purpose of this section, one or more of the following characteristics will constitute "substantial public benefit:"

- (1) Provides access to a publicly owned facility, or
- (2) Comprises an integral part of the comprehensive transportation plan adopted by the county's planning agency, or
- (3) Comprises a part of an existing street/road network as of January 21, 2003 and is used by the surrounding community, or
- (4) Provides the principle access to a minimum of three (3) occupied residences situated on individually owned parcels that are lots of record for tax purposes and does not exceed one fifth (1/5) mile in length per residence served.
- (f) No work will be performed pursuant to subsection (e), above, except on the basis of a right-of-way deed for rights-of-way fifty (50) feet in width whenever possible, but in no case less than thirty (30) feet, having been executed and accepted in accordance with section 21-7.
- (g) Only established, passable roads with an unobstructed width of twelve (12) feet may be accepted pursuant to subsection (e) above. Such roads will be maintained only up to a minimum serviceable condition and will not be substantially improved by the county.
- (h) Any road in the county, including those created as a part of a private driveway subdivision pursuant to the county's land development regulations, may be accepted by the county and brought up to paved or unpaved road standards as set forth in this article; provided that eighty percent (80%) of all property owners within the subdivision agree to same and that all costs incurred by the county to bring the road up to county paved or unpaved standards are paid by the property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a 15 year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The total costs plus interest of the improvements shall be allocated between the property owners by each lot being assessed an equal share of the costs and interest. Any unpaved road deeded to the county under these provisions may be eligible for "C" fund improvements.
- (i) The county engineer and his staff shall periodically update the existing county road map and shall add such unpaved roads which are not presently shown thereon and attempt to determine the ownership of such unpaved roads.
- (j) The department of public works shall maintain those unpaved roads determined to be dedicated under the provisions of this section. Such maintenance shall include, but not be limited to:
 - (1) **Hard surface to paved condition in general accordance with Policy Overview Report document RC-PS-414-08 (July 2008).**

- (2) Grading;
- (3) Applying crusher-run or gravel;
- (4) Installing street name and traffic control signs;
- (5) Installing driveways;
- (6) Cutting back overhanging branches;
- (7) Mowing shoulders; and/or
- (7) Drainage improvements.

(Code 1976, § 8-1025; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 033-97HR, § II, 5-6-97; Ord. No. 005-03HR, § I, 1-21-03)

(k) .The Council shall appoint a 13 member Dirt Road Maintenance Paving Commission to oversee Countywide program initiative of hardsurfacing of all public, unpaved roads the commission shall report to council and shall have exclusive authority to implement the countywide **Policy Overview Report document RC-PS-414-08** dirt road paving program. Authority includes setting directions for procurement, planning and public works. The commission shall expire upon completion of hardsurface maintenance of all roads identified in the Public Works inventory and as described in the Pave-.In-Place Policy..

Sec. 21-6. Standards for streets and drainage.

(a) Except as provided for in sections 21-4 and 21-5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

(b) Streets: The minimum acceptable street is a paved street designed and constructed in accordance with the standards adopted by the County Engineer; provided, however, that an exception may be allowed whenever the County Council deems that the variance in design is minimal or of such nature that it will not otherwise pose an undue burden or risk upon the County. Where determined necessary and in the sole discretion of the County Council, the County, with the agreement of those property owners served by such roadway, may consent to accept a roadway with special conditions as to any particular non-conforming aspects with regard to county road standards. Only those streets located in subdivision developments where individually owned lots front directly on the street rights-of-way will be accepted by the County. This will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums and mobile home parks will not be accepted for maintenance by Richland County.

(c) Storm drainage: Drainage systems will be designed and constructed in accordance with Chapter 26, Article VIII, of the Richland County Code of Ordinances, and the standards adopted by the County Engineer.

(d) Specifications: Materials and construction of streets and drainage systems will be in accordance with the applicable sections of the current edition of the Standard Specifications for Highway Construction published by South Carolina Department of Transportation, except where specifically noted otherwise in the standards adopted by the County Engineer.

(e) Acceptance: County acceptance of new streets and drainage systems shall be accomplished through the acceptance of easement and right-of-way deeds. The County accepts no responsibility for the streets or drainage system until the easement documents or deeds are executed by both parties and recorded.

(f) Warranty: As a prerequisite to the County's acceptance of new streets and drainage systems, the grantor (developer) shall provide a warranty to the County for a period of one (1) year. The warranty shall pertain to the design and construction of the streets and drainage system in accordance with these standards and their satisfactory performance during the warranty period. The warranty period shall commence with the Countys formal acceptance of the roads and drainage system. The grantor is not responsible for repairing damage done to the roads subsequent to acceptance that was not a result of design or construction failure.

(g) Inspection fee: The grantor (developer) is responsible for the costs associated with providing all quality control/quality assurance testing and inspections required during construction of new roads and the associated drainage systems to ensure compliance with the applicable design and construction standards. The County Engineers office is authorized to retain independent engineering or geotechnical consultants to perform all or part of the inspections and testing on behalf of the County. An inspection fee, sufficient to cover the Countys cost for inspection and testing, will be established and collected as a prerequisite for a developers receiving construction plan approval for any new subdivision streets. All fees collected will be deposited into an account set up specifically for payment of inspection and testing costs incurred by the County.

(h) Incidental Drainage: A designated drainage improvement effort associated with Low Volume unpaved road system and conducted as part of the **Policy Overview Report document RC-PS-414-08**. This standard is considered "maintenance" to existing roads and involves incidental ditching, culverts, and catch basins within the right-of-way.

(Code 1976, § 8-1024; Ord. No. 388-77, 4-20-77; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 015-98R, 5-5-98; Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 095-05HR, § I, 10-3-06)

Sec. 21-7. Easement and/or right-of-way acceptance authority.

The county administrator and/or his designee(s) are hereby authorized to accept any easement or deed for rights-of-way, drainage easements, and sewer easements; emergency maintenance easements, dirt road rights-of-way, additional rights-of-way, sewer extension agreements, water line easements and other instruments authorized by the County Code of Ordinances; and is authorized to establish procedures for the acceptance and recording of such instruments.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-8. Driveways.

Driveway connections from the roadway to the right-of-way line will be provided on county maintained roads by the department of public works, subject to the following limitations:

(1) Only one (1) driveway connection per residence, and a maximum of two (2) per individual parcel of property, will be provided by the county. The public works department will not install additional driveway connections.

(2) Apron finish will match the finish of the county road to which it is attached.

(3) A maximum of twenty-four (24) feet of pipe, not exceeding twenty-four (24) inches in diameter, will be provided by the county. Larger diameter pipe may be installed by the public works department provided the property owner pays the additional costs incurred for materials.

(4) Pipe diameter required will be determined by the county engineer.

(Code 1976, § 8-1002; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-9. Surplus dirt.

Surplus dirt excavated on county projects, which must be hauled away and disposed of off-site, may be placed on private property, with the property owner's consent, provided that:

(1) Disposal there is more economical than hauling the dirt to the nearest county owned disposal site, and

(2) The property owner releases and holds the county harmless for any damages or liability resulting from placement of the dirt on his property, and

(3) All applicable permitting requirements (including the requirements of section 12-44) have been or will be met.

(4) A reasonable effort is made to insure a fair and equitable distribution among property owners who want the dirt.

(Code 1976, § 8-1003; Ord. No. 419-77, § 1, 8-2-77; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-10. Street name signs.

(a) The department of public works shall erect and maintain street name signs on all public streets within the jurisdiction and authority of the county. Signs will be metal blanks on metal posts fabricated in a standard design established by the director of public works. They will have white reflective lettering a minimum of four (4) inches high on a reflective background. A green background will denote a public road. A blue background will denote a private road.

(b) The developer of any new subdivision constructed within the jurisdiction and authority of the county is responsible for the initial installation of street name signs in accordance with an approved signage plan. All street signs shall comply with the county's design standard for retro-reflectivity.

(c) The department of public works may erect street name signs at the intersections of private streets with public streets, at no cost to the residents, when there are residences with addresses on that private street.

(d) Overhead signs may be installed at selected intersections at the discretion of the Director of Public Works.

(e) In conjunction with subsection (a) above, the county standard for street name signs shall be included in published road design standards developed by the county engineer. The standard shall address sign material, installation, visibility, and color. The department of public works shall maintain street name signs to the county standard after acceptance of the streets.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-11. Traffic engineering.

(a) Traffic engineering on county maintained highways, streets and roads shall be in accordance with the South Carolina Manual on Uniform Traffic Control Devices.

(b) Traffic control devices on county maintained highways, streets and roads shall comply with the standards contained in the South Carolina Manual on Uniform Traffic Control Devices.

(c) The developer of any new subdivision constructed within the jurisdiction and authority of the county is responsible for the initial installation of all necessary traffic control devices in accordance with an approved signage plan. The department of public works shall maintain the devices after acceptance of the streets.

(Code 1976, § 8-1005; Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 052-05HR, § I, 7-12-05; Ord. No. 046-07HR, § I, 5-15-05)

Sec. 21-12. Street lighting.

The county shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-13. Emergency maintenance of roads.

(a) No work may be performed on any roadway not already maintained by the county unless the county administrator determines that access to such roadway is necessary for the performance of one or more public functions, the following conditions exist:

(1) Such a roadway is the only access for one or more property owners or residences, and

(2) Emergency medical services, sheriff department vehicles and other county vehicles cannot, in the lawful performance of their duties, gain full and immediate access to at least one (1) residence unless road scraping is performed, and

(3) At least one (1) of the properties to be accessed is used as a primary residence.

(b) Any work pursuant to this section will be done on a one-time basis only. In such cases, the county department of public works is limited to the minimum improvements that will allow full and immediate access to the affected residences. Crusher-run, gravel, pipe or other materials will not be routinely provided.

(c) This section is not applicable to roads providing access to private driveway subdivisions that were created under the county's land development regulations.

(Code 1976, § 8-1007; Ord. No. 1846-89, § I, 3-21-89; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-14. Abandonment of public roads and right-of-ways.

(a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The county attorney may submit such petition on behalf of the county if so directed by county council.

(b) Any person or organization wishing the county to abandon maintenance on an existing county-maintained street, road or highway shall submit to the public works department a petition to do so signed by the owners of all property adjoining the road and by the owners of all property who use the road as their only means of ingress/egress to their property. The petition shall state that the property owners release and indemnify the county from any duty to maintain the road. At the recommendation of the county engineer, the county administrator shall have the authority to act on a petition that involves a dead-end road; county council shall have the authority to approve petitions under all other circumstances. If the petition is approved, the county engineer may require the property owners to place an appropriate sign alongside or at the end of the road.

(c) Any person or organization wishing to acquire ownership of an unused road right-of-way in the county (including a public right-of-way that is dedicated either by deed, prescription, or recordation of a plat) may submit a petition for consideration by county council. If it is determined by the county's planning department and public works department that the right-of-way will not be utilized by the county for road purposes, county council may approve a quit-claim deed conveying the county's interest to the owners of the adjoining property. Unless the owners of the adjoining property agree to another division, each may acquire that portion of the right-of-way adjacent to his/her property on his/her side of the right-of-way's centerline. The grantee(s) of the quit-claim deed(s) shall be responsible for preparing the deed(s) prior to county council's consideration of the request. Upon approval and execution of the deed(s), the grantee(s) shall be responsible for recording the deed(s) in the office of the register of deeds and for returning a filed copy to the office of the county attorney. The county council may require the grantees) to pay up to the fair market value, as determined by the county assessor's office, in exchange for the conveyance of the right-of-way. Upon recordation of the deed, the county assessor's office shall adjust the appraisal of the adjoining parcels to reflect the value of the additional property.

(Code 1976, § 8-1009; Ord. No. 071-01HR, § I, 11-6-01; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-15. Temporary closing of streets and roads.

(a) *Request.* Any party desiring to have any street or road temporarily closed in the county shall submit a written request to the county administrator.

(b) *Deadlines for requests.* All written requests must be submitted to the county administrator at least ten (10) days prior to the requested closing date.

(c) *Appointment of person accountable.* All parties requesting such temporary closure shall designate one (1) person who shall act as spokesman for the party, as well as supervise all activities for the duration of such closing.

(d) *County administrator consideration.* The county administrator shall consider, within five (5) days, all timely submitted requests made by such parties. If approved, the county administrator shall request the sheriff to take appropriate action to blockade the requested streets and/or roads and the clerk of council shall advertise to the public through the news media all

approved temporary closings. The cost of such advertising shall be borne by the parties requesting the temporary closures.

(e) *Duration.* All streets and roads closed pursuant to this section shall be blockaded for a period normally not to exceed twenty-four (24) hours. Such duration, however, may be amended by the county administrator at his/her discretion on an event basis.

(f) *Emergency closings.* Requests for temporary closing received less than ten (10) days prior to the requested closing date may be considered as an emergency closing if, in the opinion of the county administrator, such closing is warranted; provided, that such action would not conflict with the public interest and, further, that there exists sufficient time for appropriate action to blockade requested streets and/or roads. All applicants will be placed on notice that future requests must be submitted to the county administrator ten (10) days prior to the requested closing date.

(Code 1976, § 8-1009.1; Ord. No. 467-77, §§ 1--5, 12-7-77; Ord. No. 506-78, § 1, 11-15-78; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-16. Work on private property.

The county department of public works is prohibited from performing any work on private property not specifically authorized under the provisions of this section except in emergency situations involving public health or safety and authorized, in writing, by the county administrator.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-17. Cutting of roads.

No roads will be cut by the county department of public works unless specifically directed by the county council.

(Code 1976, § 8-1010; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-18. Trees on private property.

The county department of public works may remove dead trees on private property when there is a clear danger that they will fall onto a public road.

(Code 1976, § 8-1015; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-19. "C" construction program.

(a) All funds available to the county council through the "C" construction program will be used exclusively for maintenance design and construction, of publicly owned streets and roads in the county and the drainage facilities directly related thereto.

(b) The "C" construction program may be used to implement comprehensive countywide dirt road paving under the direction of Council appropriated oversight committee. Dirt road paving in this instance shall follow policy guidelines as generally described under Policy Overview Report document RC-PS-414-08 and/or Alternate Paving Standards.

(c) The director of public works will be responsible for implementing systematic programs for resurfacing of existing streets and new construction funded with "C" funds. New construction may include any of the following:

- (1) Paving existing unpaved roads;
- (2) Widening existing roads;
- (3) Intersection improvements;
- (4) Transportation Improvement Projects;
- (5) Traffic Safety Projects;
- (6) Drainage Improvements; or
- (7) Sidewalks.

(c) The director of public works may provide staff support to the county transportation committee as requested for coordination of the "C" construction program the county.

(d) The county finance department may provide all financial services required for administration of the county's "C" fluid allocation if requested by the county transportation committee.

(Code 1976, § 8-1023; Ord. No. 1037-83, § 1, 4-19-83; Ord. No. 1682-87, § 1, 10-20-87; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-20. Road paving program.

(a) Road construction and paving projects administered by the county and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the director of public works. Such program shall have the following basic characteristics:

- (1) Only county maintained roads will be paved utilizing public funds,
- (2) All county maintained dirt roads are eligible for paving, and may be paved under the Low Volume Policy Overview Report document RC-PS-414-08 Maintenance paving criteria, or, under standard duty paving as per non-maintenance status.

- (3) Paving will be accomplished in priority order at a rate permitted by availability of funding.
 - (4) Countywide dirt road paving program will be accomplished in a projected three (3) year paving cycle based on availability of funding and as generally described in the Final Report RC-PS-414-08 (July 2008).
- (b) The county engineer will acquire and maintain the following data on all roads proposed for paving:
- (1) Name;
 - (2) County road number;
 - (3) Map location code;
 - (4) Beginning and ending points;
 - (5) Length in miles and hundredths of a mile; and
 - (6) Council district.

Sec. 21-21. Transportation improvement program.

All public funds available to the county for transportation system improvements shall be expended in accordance with a comprehensive transportation improvement plan. This would apply to:

- (a) Connector roads;
- (b) Intersection improvements;
- (c) Widening;
- (d) Turn lanes; and
- (e) Alignment improvements.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-22. Sidewalks.

(a) Public funds will be used by the county for construction of sidewalks only on arterial and collector streets. The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction

projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

(b) Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-23. Condemnation/ compensation.

(a) In general, the county will not compensate property owners for easements or rights-of-way on public works projects from which they directly benefit. Exceptions may be made, however, when:

(1) Unusual circumstances make payment of a reasonable amount of compensation more economical than resorting to condemnation;

(2) Deadlines for completion of a project preclude the expenditure of time required for condemnation; or

(3) Compensation is awarded through the condemnation process.

(b) Condemnation of easements or rights-of-way on any county public works project shall require the prior approval of the county council. An appraisal of affected property parcels shall accompany a staff recommendation to county council for condemnation of property.

(Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-24. Encroachments on county maintained roads.

(a) *Generally.*

(1) An encroachment permit, approved by the county engineer's office, shall be required for all construction, undertaken by parties other than the county public works department or it's authorized contractor, within or affecting the right-of-way of any county maintained highway, street or road. This requirement shall apply, but not be limited, to:

- a. Driveway connections involving a curb cut or pipe installation;
- b. Curb cuts;

- c. Utility taps;
- d. Utility installations;
- e. Excavations within rights-of-way;
- f. Storm drainage installation;
- g. Storm drainage discharge; and
- h. Subdivision entrance signs or gateways.

(2) The permittee shall indemnify the county for any liability incurred or damages sustained as a result of the encroachment.

(3) The permittee shall be responsible for:

- a. Notifying the county engineer's office when construction begins on an encroachment;
- b. Ensuring that a copy of the encroachment permit is on the construction site; and
- c. Ensuring that the construction and the restoration of the roadway have been approved by the county engineer's office.

(b) *Excavations in streets.*

(1) An encroachment permit shall be required for each excavation in a county road before the work is commenced. Work under such permit shall be commenced within the time specified on the permit, otherwise the permit shall become void. All permits shall be kept at the place of excavation while the work is being done and exhibited whenever called for by any person having the authority to examine the same. There shall be no more than one-half ($\frac{1}{2}$) the width of any street or alley opened or obstructed at any one time; tunneling may be allowed, provided that no authorized underground construction shall be damaged or interfered with. All portions of the street excavated shall be put in as good condition as before the excavation, was made. The trench or excavation shall be refilled, thoroughly rammed and puddled within the time specified on the permit after making the connection or repairs. When an excavation is made in any paved county road where it is necessary to remove paving, the person to whom the permit was issued for such excavation shall leave a written notice with the county department of public works and such notice shall state that the excavation has been properly filled, tamped, and is ready for repaving. Whenever any person making any excavations in the street or alley fails to refill, in the proper manner, as required by this section or fails to maintain the same for a period of one year, then the county council shall cause the work to be done and the cost thereof shall be charged against the bond as heretofore provided in section 6-68 of this code.

(2) Where such excavations occur in a state or federal highway, permission shall be obtained from the state or federal highway department before any work is commenced.

(3) Public protection requirement.

a. It is hereby required that for every excavation made on public property, proper safeguards shall be provided against injury to the public; barricades shall be provided at five (5) foot distances, and such barricades shall completely encircle all open excavations or trenches. All barricades, as required by this section, shall have at least one sign placed thereon in a conspicuous manner, indicating the name of the person causing such excavation. When approved, steel plates of sufficient strength may be used to cover excavation to prevent blocking of street.

b. From sunup to sundown there shall be placed, at a distance of not less than one hundred (100) feet, sufficient numbers of red flags to warn the public of dangerous excavation. From sunset to sunrise there shall be placed, at a distance of not less than one hundred (100) feet, sufficient red lights or flambeaux to indicate the length of the excavation in the public thoroughfare and to warn the public of dangerous excavation; in addition, there shall be placed on or by the barricades sufficient red lights or flambeaux to indicate the point of excavation and size.

(c) Anyone who encroaches on the right-of-way of a county maintained highway, street or road without securing an encroachment permit or who fails to adequately restore the road and right-of-way after an encroachment shall be deemed guilty of a misdemeanor, and shall be subject to the general penalty provisions of this code. Each day that the unauthorized encroachment exists, or that the inadequacy exists following notification, shall be considered a separate offense.

(Ord. No. 005-03HR, § I, 1-21-03)

Secs. 21-25--21-33. Reserved.

ARTICLE II. EASEMENTS ON PUBLIC STREETS

Sec. 21-34. Easements on, over, under and across public streets and property.

(a) *Generally.*

(1) Easements over, under and across public streets and property controlled by the county shall be granted only for a public purpose, convenience, necessity, or to facilitate the provision of water, sewer, electricity, transportation or other utility.

(2) The grantee of such easement shall certify the purpose of such easement, the area affected, the necessity and the fact that the area affected does or does not receive similar services from another public or private utility.

(3) Prior to the granting of such easement, the grantee shall provide a written assurance that he, she, or it will comply with all applicable local, state and federal laws and regulations including, but not limited to, public safety, job safety, wage and hour laws, health standards and such other requirements as are necessary to ensure the public's safety at any time, during

construction, repairs, or otherwise, should injury to person or property occur as a result of acts and/or omissions to act by such grantee, his, her, or its heirs, executor, successors or assigns.

(4) Prior to any construction, installation, erection or repair of any such improvements and appurtenances on, over, under or across such streets or property as may be authorized by such easement, the grantee shall notify the county department of public works, the county sheriff's department and the county administrator at least forty-eight (48) hours in advance.

(5) The grantee shall provide the director of public works or his designee with certificate(s) of insurance verifying the grantee currently has the insurance required by the county. All such insurance policies shall be issued by an insurer satisfactory to the county, and the insurer shall have a rating in the A categories of Best Insurance Reports. The certificate(s) shall include a provision that not less than thirty (30) days notice will be given to the county prior to cancellation, termination or reduction in coverage. In addition, the grantee shall also provide such prior notice to the director of public works. The term of all insurance shall be not less than any time the grantee or anyone with a contract to perform work on the grantee's projects shall be performing such work. Insurance shall consist of the following:

a. At its expense the grantee shall for the term required by the county maintain a commercial general liability policy for bodily injury, personal injury, completed operations and property damage in a coverage amount of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and a business auto policy for bodily injury and property damage in a coverage amount of not less than \$1,000,000 per occurrence. The forms shall be ISO (Insurance Services Office, Inc.) or comparable to them. Richland County Government shall be named an additional insured, except when the grantee is a governmental entity. Grantee shall provide its insurer a copy of any agreement with or requirement by the grantee regarding insurance.

b. At its expense the grantee shall for the term required by the county maintain the workers' compensation coverage required by S. C. law. The grantee shall provide a certificate for insurance for this coverage in the manner required by this subsection.

(6) The grantee shall indemnify and hold harmless the county, its successors and assigns, from and against all loss, costs, expenses, including attorney's fees, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property, and further claims, suits and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property, and further claims, suits and judgments whatsoever by third parties resulting from the interruption of traffic caused by or in any way connected with the construction, installation, erection, repair or maintenance, use or presence of any such improvements or appurtenances, however caused.

(7) The grantee shall bear all costs of furnishing flagging protection, warning devices and inspection services, as well as the costs of restoring the affected area to its original condition.

(b) *Fees, charges or water rents.*

(1) In consideration for the granting of such easements by the county, the grantee shall pay to the county such fees, charges, or portions of fees and water rents as shall be from time to time established by the county council.

(2) Initial fees, charges, water rents or portions thereof shall be those as are in force and effect at the time the easement is granted and shall be remitted to the county finance department on a monthly basis.

(3) Prior to any increase in fees, charges or water rents, at least thirty (30) days' notice prior to the effective date shall be given to those grantees so affected.

(4) Any grantee affected by any such increase may request a hearing by county council or its duly authorized representative, provided such hearing is requested in writing within twenty (20) days of the giving of notice as required in subsection (b)(3) of this division.

(5) Such request for hearing shall stay the implementation of such increase for an additional fifteen (15) days beyond the 30-day notice period, but thereafter such increase shall go into effect and so continue until such time as changed by county council, general law, or a court of competent jurisdiction.

(6) Such increase as is collected subsequent to such request for hearing shall be placed in escrow pending a ruling by county council. In the event of a reduction of the increase, such difference shall be refunded to the grantee.

(7) Only that increase collected from a grantee that has requested a hearing shall be so escrowed. Increases collected from grantees that do not request a hearing will not be escrowed.

(8) In the event county council, after hearing, refuses to reduce the increase, the funds so escrowed shall immediately revert to the general fund or such other fund as has been designated by county council.

(9) In the event the hearing provided for in subsection (b)(4) of this division is held by the duly authorized representative of county council, the representative shall report his/her findings and recommendations to county council within ten (10) working days thereafter.

(10) The failure of county council to affirmatively reduce the increase by the second meeting after a receipt of such report shall constitute a ratification of its previous action establishing such increase.

(Code 1976, § 8-1026; Ord. of 6-16-76, Arts. 1, 2; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-35. Adoption not to constitute waiver.

(a) The adoption of this chapter shall not be deemed an acceptance of liability nor a waiver of the doctrine of sovereign immunity.

(b) The adoption of this chapter shall not be deemed a waiver of the release clause contained in the standard easement and right-of-way deed.

(Code 1976, § 8-1022; Ord. No. 005-03HR, § I, 1-21-03)

Richland County Council Request of Action

Subject

Eastover Sewer Budget Amendment [**PAGES 163-165**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-09HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2008-2009 LOWER RICHLAND SEWER SYSTEM BUDGET TO APPROPRIATE ONE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED AND SIXTY-SEVEN DOLLARS (\$185,567) TO LOWER RICHLAND'S DEPARTMENTAL BUDGET.

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

SECTION I. That the amount of one hundred eighty-five thousand five hundred and sixty-seven dollars (\$185,567) be appropriated to the Lower Richland Sewer Budget. Therefore, the Fiscal Year 2008-2009 Lower Richland Sewer Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2008 as amended:	\$ 92,430
Loan from Broad River Sewer undesignated fund balance	<u>185,567</u>
Total Lower Richland Sewer Budget Revenue as Amended:	\$ 277,997

EXPENDITURES

Expenditures appropriated July 1, 2008 as amended:	\$ 92,430
Increase to Lower Richland's Department Budget:	<u>185,567</u>
Total Lower Richland Sewer Budget Expenditures as Amended:	\$ 277,997

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 _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE ____ DAY

OF _____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Authorizing the Execution and Delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes [**CONSENT**] [**PAGES 166-227**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT (the “Agreement”) made and entered into by and between Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and [Project Loop] (the “Company”).

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 (the “Act”) Code of Laws of South Carolina, 1976, as amended (the “Code”) through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for a facility for the manufacturing and production of steam generation equipment (the “Project”) in the County. The Project will involve an investment of at least Fifteen Million Dollars (\$15,000,000) within the meaning of the Act and a fee in lieu of tax agreement by and between the Company and the County (the “Fee Agreement”).
- (c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by the Act.
- (d) The County has given due consideration to the economic development impact of the Project, and based on the Company’s representations, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.
- (e) The County intends to provide an infrastructure credit against payments in lieu of taxes as defined in Section 4-1-175 of the Code (the “Infrastructure Credit”) in an annual amount equal to twenty percent (20%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the County and Fairfield County, Joint County Industrial and Business Park Agreement previously

established by the County (the "Park Agreement") from the first five (5) years of fee in lieu of tax payments on the Project.

(f) The adoption of ordinances, procedures for the provision of the Fee Agreement to the Company, and the terms of the Fee Agreement itself, shall conform to the applicable provisions of the Act and the Home Rule Act.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company and will involve a capital expenditure of not less than \$15,000,000. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company at the completion or earlier termination of the Fee Agreement.

Section 2.2. The Fee Agreement will be issued at such times and upon such acceptable terms to the County as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of

up to twenty (20) years from the date of the Fee Agreement and each of, the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law. The amounts of such payments shall be determined by using an assessment ratio of 6.0%, a fixed millage rate based on the June 30, 2008, millage rate as provided in Section 30(D)(2)(a), which is 405.5, and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The Fee Agreement shall contain a provision for the grant of an Infrastructure Credit in an amount equal to Twenty (20%) percent of the fee in lieu of ad valorem tax payments paid by the Company to the County, pursuant to the Fee Agreement, for each of the first five (5) years.

(g) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

Section 2.4. Richland County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate legally levied and applicable on June 30, 2008.

Section 2.5. (a) Richland County Council does hereby agree, subject to the requirements of Section 4-1-175 of the Code, the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under the Fee Agreement authorized in Section 2.3(e) hereof. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Fee Agreement.

(b) The undertakings of the County hereunder are contingent upon the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. In accordance with the Act, prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement.

Section 3.2. If the Project proceeds as contemplated, the Company further agrees as follows:

- (a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (f) hereof;
- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the negotiation and fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a more complete expression of indemnity in the Fee Agreement;
- (f) To invest not less than Fifteen Million Dollars (\$15,000,000) in the Project by the fifth succeeding year after the year of the execution of the Fee Agreement; and

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County are subject to all of the provisions of the Section 4.1.175 of the Code, Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2008, the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

- (a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;
- (b) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project; and
- (c) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of this Agreement and the Fee Agreement, and will pay fees for legal services related to the Project as well as related to the negotiation, execution and implementation of this Agreement, the Fee Agreement and other agreements contemplated thereby or hereby.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to the Company's obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joe McEachern, Chairman of County Council
Richland County, South Carolina

ATTEST:

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

Dated: _____, 2008

[PROJECT LOOP]

By: _____

Its:

Date: _____, 2008

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND [PROJECT LOOP]; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into agreements to provide for payment of a fee in lieu of taxes pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the provisions of Title 4, Chapters 1 and 29 (jointly the "Credit Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, [Project Loop], a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparati, and equipment, for the purpose of the development of a facility for the manufacturing and production of steam generation equipment in which the minimum level of investment is not less than \$15,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, based on the Company's representations, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting a facility for the manufacturing and production of steam generation equipment, and in order to implement the public purposes enumerated in the Act and in furtherance thereof, and in accordance with the Credit Act, to assist the Company in expanding and maintaining a facility within the State, the County has agreed to provide the Company with an Infrastructure Credit in an amount equal to twenty (20%) percent of the fee in lieu of ad valorem tax payments paid by the Company to the County pursuant to the Fee Agreement (defined below) for each of the first five (5) years; and

WHEREAS, the County Council has previously entered into and executed the aforesaid Inducement Agreement and Millage Rate Agreement, by its Resolution adopted on December 2, 2008; and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement, to include the grant of an Infrastructure Credit in accordance with the Credit Act (the “Fee Agreement”); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax and the grant of an Infrastructure Credit; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Richland County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and/or various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing and production of steam generation equipment, the execution and delivery of a Fee Agreement, to include the grant of an Infrastructure Credit, with the Company for the Project is hereby authorized, ratified and approved.

Section 2. Based on the Company’s representations, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;
- (c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(g) The benefits of the Project will be greater than the costs.

Section 2. Pursuant to the authority of the Act and the Credit Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Credit of the County to the Company in the amount of Twenty (20%) percent of the fee in lieu of ad valorem tax payments for the first five (5) years of fee in lieu of tax payments on the Project, up to, but not exceeding, the total cost of qualifying expenditures, as defined in the Act and the Credit Act.

Nothing in this Ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of the fee in lieu of ad valorem tax payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against the fee in lieu of ad valorem tax payments due by the Company to the County for the Project.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as are both: (a) not materially adverse to the County, and (b) approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things reasonably necessary to effect the execution and delivery of the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair of County Council

(SEAL)

Attest this _____ day of
_____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: _____, 2008
Second Reading: _____, 2008
Public Hearing: _____, 2009
Third Reading: _____, 2009

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND [PROJECT LOOP] WHEREBY, UNDER CERTAIN CONDITIONS, RICHLAND COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN FIFTEEN MILLION DOLLARS (\$15,000,000) INVESTMENT AND WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("Act"), to enter into or allow financing agreements with respect to projects (as defined in the Act) through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to such economic development;

WHEREAS, [Project Loop] (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") ([Project Loop] Project) pursuant to the Act for the purpose of authorizing and of acquiring by purchase or construction of certain building(s), machinery, apparatus, and equipment, for the purpose of a manufacturing and production of steam generation equipment (the "Project"), all as more fully set forth in the Inducement Agreement and Millage Rate Agreement (the "Inducement Agreement") attached hereto;

WHEREAS, based on the Company's representations, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs;

WHEREAS, the Company has requested the County to provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto;

WHEREAS, the Company's project has been previously placed in a multi-county industrial/business park with Fairfield County to provide economic incentives to the Company; and

WHEREAS, the County has determined on the basis of the information supplied to it by the

Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

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

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed a Fee Agreement between the County and the Company pertaining to the project involving investment in the principal amount of not less than Fifteen Million Dollars (\$15,000,000).

Section 2. The County has previously placed the project in a multi-county industrial/business park with Fairfield County pursuant to the provisions of Section 4-1-170.

Section 3. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be issued an Infrastructure Credit pursuant to the provisions of Section 4-1-175 of the Act in the amount of twenty percent (20%) of the first five payments in lieu of taxes collected from the Project. The Infrastructure Credit is payable exclusively from payments in lieu of tax the County receives and retains (i) from the Company under the Fee Agreement authorized in Section 1 hereof and (ii) from the fee in lieu of tax due from the Project as the same will be located in a joint county industrial park existing between the County and Fairfield County. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 4. To the extent permitted by law, the County has agreed to assist the Company with and expedite the decision of all zoning and land use planning decisions necessary for the construction, occupancy and use of the Project as a manufacturing facility.

Section 5. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company, and the form, details, and maturity provisions, if any, of the Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 6. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 7. Prior to the execution of the Fee Agreement and the provision of the Infrastructure Credit, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 9. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 2nd day of December, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair of County Council

(SEAL)

Attest this _____ day of

_____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT (the “Agreement”) made and entered into by and between Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and [Project Loop] (the “Company”).

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 (the “Act”) Code of Laws of South Carolina, 1976, as amended (the “Code”) through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for a facility for the manufacturing and production of steam generation equipment (the “Project”) in the County. The Project will involve an investment of at least Fifteen Million Dollars (\$15,000,000) within the meaning of the Act and a fee in lieu of tax agreement by and between the Company and the County (the “Fee Agreement”).
- (c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by the Act.
- (d) The County has given due consideration to the economic development impact of the Project, and based on the Company’s representations, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.
- (e) The County intends to provide an infrastructure credit against payments in lieu of taxes as defined in Section 4-1-175 of the Code (the “Infrastructure Credit”) in an annual amount equal to twenty percent (20%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the County and Fairfield County, Joint County Industrial and Business Park Agreement previously

established by the County (the "Park Agreement") from the first five (5) years of fee in lieu of tax payments on the Project.

(f) The adoption of ordinances, procedures for the provision of the Fee Agreement to the Company, and the terms of the Fee Agreement itself, shall conform to the applicable provisions of the Act and the Home Rule Act.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company and will involve a capital expenditure of not less than \$15,000,000. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company at the completion or earlier termination of the Fee Agreement.

Section 2.2. The Fee Agreement will be issued at such times and upon such acceptable terms to the County as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of

up to twenty (20) years from the date of the Fee Agreement and each of, the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law. The amounts of such payments shall be determined by using an assessment ratio of 6.0%, a fixed millage rate based on the June 30, 2008, millage rate as provided in Section 30(D)(2)(a), which is 405.5, and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The Fee Agreement shall contain a provision for the grant of an Infrastructure Credit in an amount equal to Twenty (20%) percent of the fee in lieu of ad valorem tax payments paid by the Company to the County, pursuant to the Fee Agreement, for each of the first five (5) years.

(g) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

Section 2.4. Richland County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate legally levied and applicable on June 30, 2008.

Section 2.5. (a) Richland County Council does hereby agree, subject to the requirements of Section 4-1-175 of the Code, the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under the Fee Agreement authorized in Section 2.3(e) hereof. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Fee Agreement.

(b) The undertakings of the County hereunder are contingent upon the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. In accordance with the Act, prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement.

Section 3.2. If the Project proceeds as contemplated, the Company further agrees as follows:

- (a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (f) hereof;
- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the negotiation and fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a more complete expression of indemnity in the Fee Agreement;
- (f) To invest not less than Fifteen Million Dollars (\$15,000,000) in the Project by the fifth succeeding year after the year of the execution of the Fee Agreement; and

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County are subject to all of the provisions of the Section 4.1.175 of the Code, Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2008, the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

- (a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;
- (b) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project; and
- (c) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of this Agreement and the Fee Agreement, and will pay fees for legal services related to the Project as well as related to the negotiation, execution and implementation of this Agreement, the Fee Agreement and other agreements contemplated thereby or hereby.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to the Company's obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joe McEachern, Chairman of County Council
Richland County, South Carolina

ATTEST:

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

Dated: _____, 2008

[PROJECT LOOP]

By: _____

Its:

Date: _____, 2008

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND [PROJECT LOOP]; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into agreements to provide for payment of a fee in lieu of taxes pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the provisions of Title 4, Chapters 1 and 29 (jointly the "Credit Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, [Project Loop], a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparati, and equipment, for the purpose of the development of a facility for the manufacturing and production of steam generation equipment in which the minimum level of investment is not less than \$15,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, based on the Company's representations, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting a facility for the manufacturing and production of steam generation equipment, and in order to implement the public purposes enumerated in the Act and in furtherance thereof, and in accordance with the Credit Act, to assist the Company in expanding and maintaining a facility within the State, the County has agreed to provide the Company with an Infrastructure Credit in an amount equal to twenty (20%) percent of the fee in lieu of ad valorem tax payments paid by the Company to the County pursuant to the Fee Agreement (defined below) for each of the first five (5) years; and

WHEREAS, the County Council has previously entered into and executed the aforesaid Inducement Agreement and Millage Rate Agreement, by its Resolution adopted on December 2, 2008; and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement, to include the grant of an Infrastructure Credit in accordance with the Credit Act (the “Fee Agreement”); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax and the grant of an Infrastructure Credit; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Richland County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and/or various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing and production of steam generation equipment, the execution and delivery of a Fee Agreement, to include the grant of an Infrastructure Credit, with the Company for the Project is hereby authorized, ratified and approved.

Section 2. Based on the Company’s representations, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(g) The benefits of the Project will be greater than the costs.

Section 2. Pursuant to the authority of the Act and the Credit Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Credit of the County to the Company in the amount of Twenty (20%) percent of the fee in lieu of ad valorem tax payments for the first five (5) years of fee in lieu of tax payments on the Project, up to, but not exceeding, the total cost of qualifying expenditures, as defined in the Act and the Credit Act.

Nothing in this Ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of the fee in lieu of ad valorem tax payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against the fee in lieu of ad valorem tax payments due by the Company to the County for the Project.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as are both: (a) not materially adverse to the County, and (b) approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things reasonably necessary to effect the execution and delivery of the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair of County Council

(SEAL)

Attest this _____ day of
_____, 2008

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: _____, 2008
Second Reading: _____, 2008
Public Hearing: _____, 2009
Third Reading: _____, 2009

FEE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

SPIRAX SARCO, INC.
a Delaware Corporation

Dated as of [], 2009

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all other filings with the County required by the Act.

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[to be updated]

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Richland County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of [], 2009, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Richland County Council (the "County Council") as the governing body of the County, and SPIRAX SARCO, INC. (the "Company"), a corporation duly incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, based on information provided by the Company, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be

accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Inducement Agreement executed by the County on December _____, 2008 and by the Company on _____, 2008 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on December 2, 2008 (referred to herein as the "Inducement Resolution"), the Company has agreed to acquire by construction, lease, purchase, lease or otherwise a manufacturing facility for the manufacturing and production of steam generation equipment (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park in the County involves an initial investment of at least \$15,000,000 in fee in lieu of tax expenditures otherwise subject to ad valorem taxes except for the fee granted herein, within five (5) years of the end of the calendar year in which this Fee Agreement is executed and qualifies as Project under the Act.

Pursuant to an Ordinance adopted on [], 2009 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described

herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive offer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the person or persons at the time designated to act on behalf of the County by written certificate furnished to the Company containing the specimen signature of such person and signed on behalf of the County by the Clerk of the County Council.

"Chairman" shall mean the Chairman of the County Council of Richland County, South Carolina.

"Clerk to County Council" shall mean the Clerk to the County Council of Richland County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean Spirax Sarco, Inc., a Delaware corporation duly qualified to transact business in the State.

"County" shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Richland County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time

to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Richland County, South Carolina on the land described in Exhibit "A" attached hereto.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on December _____, 2008 and the Company on _____, 2008 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on December 2, 2008, authorizing the County to enter into the Inducement Agreement.

"Infrastructure Credits" shall mean those credits against the fee in lieu of tax payments to be made by the company to the County as authorized by Section 4-1-175 of the Code and Section 4.2 hereof.

"Investment Period" shall mean the period commencing with the first day of economic development property is acquired hereunder ending on December 31, 2014.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2033.

"Project" shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Real Property" shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all

Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a manufacturing facility for the manufacturing and production of steam generation equipment and conducting other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility in the State.

(e) Inasmuch as at present the Company anticipates that the cost of the project will be at least \$15,000,000, the cost of the Project will exceed the minimum investment required by the Act.

(f) The Company will invest not less than Fifteen Million (\$15,000,000) in fee in lieu of tax eligible investments, subject to the fee, in the Project by the end of the fifth succeeding year after the year of the execution of the Fee Agreement. Should such investment requirement not be met, the Company shall lose the benefit of the Infrastructure Credit, as provided in Section 4.2 of this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to

complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of the Infrastructure Credits of this Fee Agreement if it does not complete the Project..

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2014 with not less than \$15,000,000 being invested on or prior to December 31, 2034. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of the Infrastructure Credits if it dose not complete the Project.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representation of Section 2.2. (f) hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2014, said payments to be made

annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six (6.0%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 3: Using a millage rate equal to the millage rate of 405.5, the rate in effect for June 30, 2008, for the taxing district of the County in which the Facility is located (which millage rate shall remain fixed for the term of this Fee Agreement), determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Infrastructure Credits.

(a) The County agrees that to the extent the investment of the Company exceeds \$15,000,000 hereunder by the end of the Investment Period; the company shall be entitled to

Infrastructure Credits in an annual amount of Twenty (20%) percent of the annual FILOT Revenues for each of the first five (5) years. The Infrastructure Credits shall be applied as a set off against the FILOT Revenues owed for the then current year. The Treasurer of the County shall display and subtract the Infrastructure Credits from the fee in lieu of tax payment statement sent to the company for the duration of the Infrastructure Credits.

(b) If the Company does not invest at least \$15,000,000 by the end of the Investment Period, then the Company shall reimburse the County for any Infrastructure Credits the Company previously claimed according to the following formula:

Amount Invested/\$15,000,000 * Infrastructure Credits claimed

As an example, assuming the Company invested, \$10,000,000 by the end of the Investment Period and had collected \$189,000 in Infrastructure Credits, the reimbursement would be:

$[1 - (\$10,000,000/\$15,000,000)] * \$189,000$

$= [1 - 2/3] * \$189,000$

the Company would owe \$63,000.

The Company shall repay this amount in equal monthly installments during the 3 months immediately following the end of the Investment Period.

Section 4.3 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$5,000,000 in non-exempt (subject to the fee) investment by December 31, 2014, beginning with the payment due in 2015, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development

Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2014 using the calculations described in this Section above, over, (ii) the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project through and including 2014. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project

under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to December 31, 2014, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than the sums necessary to qualify under the Act, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payments, and penalties and enforcement of collection.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.5 hereof. All such restorations and replacements shall be considered substitutions of the destroyed portions of the

Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.5 hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may transfer its equity interest to another person or entity at any time so long as that person or entity has a net asset value equal to or greater than that of the Company's net asset value prior the transfer.

Section 4.11 Indemnification Covenants. (a) The Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents,

harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, the Company, further, releases the County, its County Council members, officers, employees or agents, from and shall indemnify and save the County, its County Council members, officers, employees or agents, harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of the Company, (v) any environmental violation, condition, or effect, or (vi) the administration by the County of this Fee Agreement or the performance by the County of its obligations hereunder. The Company shall indemnify and save the County harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or other indemnified party, the Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its members of County Council, agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its members of County Council, agents, officers, or employees

should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

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

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations 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, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or

any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as “Confidential” or “Proprietary”, or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of sixty (60) days after written notice from the County to the Company specifying such failure and

requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained

herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 Reimbursement of County's Expenses. The Company shall pay the County, or its designated officers, agents and employees, for expenses, including, attorneys' fees, related to negotiation, preparation and review of this Fee Agreement, and related documents, or otherwise arising out of or relating to the Project, in an amount not to exceed \$15,000. The Company shall pay the County, or its designated officers, agents and employees, for other expenses incurred arising out of or relating to this Fee Agreement, and related documents, and any future amendment(s) thereto, any transactions contemplated by this Fee Agreement, and related documents, and any future amendment(s) thereto, or otherwise arising out of or relating to the Project, including attorneys' fees resulting from this Fee Agreement and any future amendment(s) to this Fee Agreement, or related documents, promptly upon request therefor, but in no event later than 30 days after receiving written notice from the County requesting payment of such expenses, which notice must contain a general description of the expense incurred.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Richland County, South Carolina
Post Office Box 192
Columbia, South Carolina 29202
Attention: Chairman of County Council

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Post Office Box 1509 (29202)
Columbia, South Carolina 29201
Attention: Michael E. Kozlarek, Esquire

AS TO THE COMPANY: Spirax Sarco, Inc.
1150 North Pointe Blvd
Blythewood, South Carolina 29016
Attention: President

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors

of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law; Entire Agreement. As always subject to and limited by the Home Rule Act, the Act, and other applicable law, this Fee Agreement is governed by the provisions hereof and the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, each party agrees to execute and deliver to the other party such additional instruments as either party may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum

benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. Specifically, the Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under this Fee Agreement. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 5.10 Execution Disclaimer. Notwithstanding any other provision, the County is executing this Fee Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 5.11 Force Majeure. To the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joe McEachern, Chairman of County Council
Richland County, South Carolina

ATTEST:

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

WITNESSES:

SPIRAX SARCO, INC.

By: _____
Its:

EXHIBIT "A"
LAND DESCRIPTION

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND [PROJECT LOOP] WHEREBY, UNDER CERTAIN CONDITIONS, RICHLAND COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN FIFTEEN MILLION DOLLARS (\$15,000,000) INVESTMENT AND WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("Act"), to enter into or allow financing agreements with respect to projects (as defined in the Act) through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to such economic development;

WHEREAS, [Project Loop] (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") ([Project Loop] Project) pursuant to the Act for the purpose of authorizing and of acquiring by purchase or construction of certain building(s), machinery, apparatus, and equipment, for the purpose of a manufacturing and production of steam generation equipment (the "Project"), all as more fully set forth in the Inducement Agreement and Millage Rate Agreement (the "Inducement Agreement") attached hereto;

WHEREAS, based on the Company's representations, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs;

WHEREAS, the Company has requested the County to provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto;

WHEREAS, the Company's project has been previously placed in a multi-county industrial/business park with Fairfield County to provide economic incentives to the Company; and

WHEREAS, the County has determined on the basis of the information supplied to it by the

Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

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

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed a Fee Agreement between the County and the Company pertaining to the project involving investment in the principal amount of not less than Fifteen Million Dollars (\$15,000,000).

Section 2. The County has previously placed the project in a multi-county industrial/business park with Fairfield County pursuant to the provisions of Section 4-1-170.

Section 3. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be issued an Infrastructure Credit pursuant to the provisions of Section 4-1-175 of the Act in the amount of twenty percent (20%) of the first five payments in lieu of taxes collected from the Project. The Infrastructure Credit is payable exclusively from payments in lieu of tax the County receives and retains (i) from the Company under the Fee Agreement authorized in Section 1 hereof and (ii) from the fee in lieu of tax due from the Project as the same will be located in a joint county industrial park existing between the County and Fairfield County. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 4. To the extent permitted by law, the County has agreed to assist the Company with and expedite the decision of all zoning and land use planning decisions necessary for the construction, occupancy and use of the Project as a manufacturing facility.

Section 5. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company, and the form, details, and maturity provisions, if any, of the Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 6. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 7. Prior to the execution of the Fee Agreement and the provision of the Infrastructure Credit, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 9. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 2nd day of December, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair of County Council

(SEAL)

Attest this _____ day of

_____, 2008

Michielle R. Cannon-Finch
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

Ordinance amending the business license fee schedule, placing a cap at an amount to be determined. **[PAGES 228-230]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

DRAFT: ALTERNATIVE 1

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR**

AN ORDINANCE AMENDING THE RICHLAND COUNTY BUSINESS LICENSE FEE SCHEDULE PROVIDING A BUSINESS LICENSE RATE FOR EACH CLASS OF BUSINESSES SUBJECT TO THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; ARTICLE 1, IN GENERAL, SO AS TO ADD A CAP ON GROSS INCOME SUBJECT TO TAXATION.

WHEREAS, on May 20, 2008, Richland County Council enacted by ordinance a Business License Fee Schedule providing a business license rate for each class of businesses subject to the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article 1, In General; and

WHEREAS, Richland County Council wishes to provide tax relief to businesses subject to payment of a business license fee to Richland County; and

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

SECTION I. The Richland County Business License Fee Schedule, Section (1), is hereby amended as follows:

(1)	RATES	
RATE CLASS	GROSS INCOME: \$0 - \$2,000 (Minimum Fee)	GROSS INCOME: \$2,000 - <u>\$X</u> (Rate per \$1,000 or fraction thereof)
1	\$20.00	\$1.00
2	\$22.00	\$1.10
3	\$25.00	\$1.20
4	\$27.00	\$1.30
5	\$30.00	\$1.40
6	\$32.00	\$1.50
7	\$35.00	\$1.60
8	See Class 8 Rates below.	See Class 8 Rates below, <u>applicable to gross income not to exceed \$X.</u>

No tax shall be paid on any portion of gross income greater than \$X.

DRAFT: ALTERNATIVE 1

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

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

SECTION IV. Effective Date. All sections of this ordinance shall be effective on and after January 1, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Val Hutchinson, Acting Chair

ATTEST THIS THE _____ DAY

OF _____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Ordinance allowing the reassessment of the business license fee structure each year during the budget process
[PAGES 231-234]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

DRAFT

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR**

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; ARTICLE 1, IN GENERAL, SO AS TO ADD AND DELETE PROVISIONS RELATING TO BUSINESS LICENSE RATES.

SECTION I. The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-5 is hereby amended as follows:

Section 16-5. Classification and Rates.

(1) The County Council shall, by ordinance and in conjunction with the passage of the yearly budget ordinance, establish and approve a Business License Fee Schedule providing a business license rate for each Class of businesses subject to this article. If the County Council fails to fix such rates for a particular calendar year, the rates previously adopted by the County Council shall continue to govern until new rates are fixed. County Council, at its discretion, may also amend, at any time, by ordinance, the Business License Fee Schedule to establish new rates, to be effective and payable for the following calendar year.

(2) The sectors of businesses included in each Rate Class are listed with the United States North American Industry Classification System (NAICS) codes. The alphabetical index in the Business License Fee Schedule is a tool for classification, not a limitation on businesses subject to a license fee. The License Official shall determine the proper class for a business according to the applicable NAICS manual or website, whether or not the business is listed in the alphabetical index.

(3) Any business license covering a year prior to 2008 but obtained on or after January 1, 2008 will be calculated based on the rate structure established in the Business License Fee Schedule and with the rates in the Business License Fee Schedule in effect at the time the business license is obtained.

(4) (a) One decal shall be required for each vehicle used by contractor companies for going to and from job sites to identify their business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.

(b) Taxis, limos, and shuttles shall post one taxi or shuttle decal on each vehicle. Vehicles registered in Richland County shall be charged \$110 per decal; vehicles not registered in Richland County shall be charged \$165 per decal.

(5) (a) All rates, including the cost of decals and stickers, shall be automatically adjusted every three years by July 1, to be effective the following January 1, to account for changes in the Consumer Price Index (CPI). The adjustment shall be made in the following manner: the

DRAFT

CPI, using the CPI calculation used by the County in other contexts, for the previous three years shall be determined and averaged together. The rates described in the Business License Fee Schedule shall be increased by the sum of the three-year average CPI for each of the last three years. (Rates shall be rounded up to the nearest nickel value; fees for decals and stickers shall be rounded up to the nearest quarter value.)

(b) If County Council increases the rates independent of the automatic CPI increases, the next CPI increase shall not be calculated until the third year, by July 1, following the County Council increase.

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

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

SECTION IV. Effective Date. All sections of this ordinance shall be effective on and after _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Val Hutchinson, Acting Chair

ATTEST THIS THE _____ DAY

OF _____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

DRAFT

Item# 28

Attachment number 1
Page 3 of 3

Richland County Council Request of Action

Subject

Report of December 16th Special Called Meeting

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Planning Commission-1

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Accommodations Tax Advisory Committee-2

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Airport Commission-3 [PAGES 238-240]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: JAMES E. CHRISTOPHER, JR.

Home Address: 15 DENNIS LANE, BLYTHEWOOD, SC 29016

Telephone: (home) (803) 735-9414 (work) (803) 799-0033

Office Address: 1907 THURMOND MALL BLDG, COLUMBIA, SC 29201

Email Address: JCHRISTOPHER@DEVREALTY.COM

Educational Background: BS ERSKINE COLLEGE

Professional Background: COMMERCIAL REAL ESTATE DEVELOPMENT

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

Name of Committee in which interested: RICHLAND COUNTY AIRPORT COMMISSION

Reason for interest: AS A PILOT WHO USES COLUMBIA OLDSMANS AIRPORT REGULARLY I RECOGNIZE THIS IMPORTANT COMMERCIAL ROLE THAT IT PLAYS, BUT AM ALSO AWARE OF THE AIRPORT'S NEED TO BE A GOOD NEIGHBOR.

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

IN ADDITION TO BEING AN ACTIVE PILOT AND SMALL BUSINESS OWNER, I HAVE SERVED IN LEADERSHIP POSITIONS WITH A NUMBER OF ORGANIZATIONS THAT ADDRESS QUALITY OF LIFE ISSUES LIKE TRINITY HOUSING AND KEEP THE MIDLANDS BEAUTIFUL.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: TEN TO TWENTY HOURS

CONFLICT OF INTEREST POLICY

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No Y

If so, describe: _____


Applicant's Signature

Nov 26, 2008
Date

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

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Board of Assessment Control-1

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Lexington/Richland Alcohol and Drug Abuse Council-2 [PAGES 242-246]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Timothy A. Harbeson

Home Address: 320 Ballentine Estates Rd., York, SC 29063

Telephone: (home) 749-3224 (work) 354-9809

Office Address: 6334 St. Andrews Rd., Scitola, Columbia, SC 29212

Email Address: harbesont@bellsouth.net

Educational Background: 1982 J.D from Univ of Memphis; 1979 BChE from Georgia Inst. of Technology

Professional Background: Private practice attorney for last 9 1/2 yrs; 12 prior years worked for SC Governor's Office

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

Name of Committee in which interested: LRADAC

Reason for interest: Alcohol/drug issues have a profound impact on families; children in particular, that I routinely deal with in my law practice.

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

Former director of Continuum of Care for Emotionally Disturbed Children; former chair SC Bar Children's Committee; empathy for the children who are most often the victims of alcohol/drug abuse.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? No

Recommended by Council Member(s): No

Hours willing to commit each month: 8-12

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

[Signature]
Applicant's Signature

11/8/08
Date

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

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Marilyn M. Matheus

Home Address: 3703 Maybank Street Columbia, SC 29204

Telephone: (home) 803-754-6340 (work) 803-898-7858

Office Address: SC DSS 1535 Confederate Ave. Columbia, SC 29202-1520

Email Address: marilyn.matheus@dss.state.sc.gov or mackmina@aol.com

Educational Background: BA, Telecommunications, Kent State University

Professional Background: 21 years DSS Public Affairs

Male [] Female [x] Age: 18-25 [] 26-50 [x] Over 50 []

Name of Committee in which interested: Public Awareness LRADAC

Reason for interest: I'd like to help advance the goals and objective of the committee in the hopes of empowering individuals to improve their lives and ultimately their communities.

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

Dependable, Knowledgeable, Team Player

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give?

Recommended by Council Member(s): Wendell Price L. Gray Pearce

Hours willing to commit each month: 3-5

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

10/24/08
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 376-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Planning Commission-1 [PAGES 247-253]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Frank Walker Cason
Home Address: 4615 Limestone St., Columbia, SC 29206 Dist 6
Telephone: (home) 803-738-7030 (work) 803-254-2300
Office Address: 1301 Gervais Street, Suite 600, Columbia, SC 29201
Email Address: fcason@collierskeen.com

Educational Background: Bachelor's degree in Finance and Real Estate from the University of South Carolina

Professional Background: 4 years working in the commercial real estate industry

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

Name of Committee in which interested: Planning Commission

Reason for interest: I have lived in Richland County almost all of my life. I have a passion to see this county grow in a responsible, community oriented manner. I feel that this can be done in a way that makes it attractive to businesses and outside investment. I don't think that we will change overnight, but I believe that the county must be more proactive in planning. I believe that we cannot stop growth. In fact, I believe that we must have growth if we want to maintain a strong economic environment in our county. With this in mind, we must do what we can to properly manage growth without hurting our existing communities. I believe that it is time for me to serve the county that I live in.

Your charastics/qualifications, which would be an asset to Committee/Board/Commission: Being that I have lived here most of my life, I have not only a passion for better government and communities, I have an understanding and appreciation of how diverse our county is. Additionally, my youthful vigor will allow me to have a very different view on planning than many members of the commission. I will have a much more long range view on planning, because my family and I will be here for a long time. My professional background will allow me the opportunity to provide insight from the business world and help the commission with matters related to commercial property issues and future planning.

Presently serve on any County Board/Commission/ Committee? No

Any other information you wish to give? It is my number one desire to serve my Lord Jesus Christ in all that I do. That desire affects all of my decisions including my decision to serve on the planning commission and my decisions if appointed to the planning commission. That should be understood before I am considered for any appointment. It should also be understood that I believe the Sabbath is a holy day for worshipping God. I will not participate in any county meetings on the Sabbath.

Recommended by Council Member(s):

Hours willing to commit each month: I am willing to commit as much time as is needed.

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes X No _____

If so, describe: I am currently building a small residential community in the Dutch Fork area of Richland County. It is a 29 home community with over 30% of the development in green space. It would be my desire to create other similar communities in the future. I am also a licensed real estate agent and from time to time have clients that come before the planning commission with their projects.

[Signature]
Applicant's Signature

11/19/08
Date

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

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: CYNTHIA D. PEAKE "CINDY"
Home Address: 107 GLENN JACOBS RD., ELGIN 29045 Dist 9
Telephone: (home) (803) 736-1015 (work) (803) 788-4370
Office Address: 9357 TWO NOTCH RD, COLUMBIA 29223
Email Address: CPEAKE@PEAKEFOWLER.COM
Educational Background: HIGH SCHOOL - SPRING VALLEY ADDITIONAL COURSES
Professional Background: PARALEGAL 20+ YEARS / OFFICE MANAGER
Male [] Female [X] Age: 18-25 [] 26-50 [X] Over 50 []
Name of Committee in which interested: PLANNING & ZONING
Reason for interest: LIVED IN AREA 40+ YEARS - SEEN WHERE WE WERE - UNDERSTAND WHERE WE NEED TO GO
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: COMMON SENSE APPROACH TO BUSINESS - COMMERCIAL LEVEL HEAD - UNDERSTAND BUSINESS & RESIDENTIAL REAL ESTATE
Presently serve on any County Board/Commission/Committee? NONE
Any other information you wish to give? HONEST, DEPENDABLE, HARD WORKER
Recommended by Council Member(s): MIKE MONTBOMERY, ESQ
Hours willing to commit each month: WHATEVER IT TAKES

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes ✓ No _____

If so, describe: HUSBAND OWNS LAW FIRM + I WORK FOR LAW FIRM THAT CLOSES LOANS FOR LOCAL BUILDERS, WE OWN RENTAL PROPERTIES, HUSBAND HAS DEVELOPED SUBDIVISION

Cynthia D. Peake 12/10/08
Applicant's Signature Date

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

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Torrey Rush
 Home Address: 409 Burnwood Court Columbia, SC 29253
 Telephone: (home) (803) 786-9101 (work) (803) 397-1203
 Office Address: 115-A Library Lane Lexington, SC
 Educational Background: B.S. Degree Liberty University '90
 Professional Background: Commercial Real Estate
 Male Female Age: 18-25 26-50 Over 50
 Name of Committee in which interested: Planning Committee
 Reason for interest: With my professional experience I think I can be an asset for that Committee
 Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: Commercial Real Estate, Development, Leader, Analytical Skills, Understand of Planning Process
 Presently serve on any County Board/Commission/Committee? Board of Zoning Appeals
 Any other information you wish to give? It will be great to continue the vision of Council
 Recommended by Council Member(s): Councilman Norman Jackson
 Hours willing to commit each month: Whatever is needed

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

12/5/08
Date

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

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Richland Memorial Hospital Board-3 [PAGES 254-256]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: WENDI J. NANCE
Home Address: 2319 PARK STREET, Columbia, SC 29201
Telephone: (home) (803) 319-3828 (work) (803) 777-4095
Office Address: 1600 HAMPTON STREET, SUITE 738, Columbia, SC 29208
Email Address: nance.w@mailbox.sc.edu
Educational Background: B.A. MARKETING, + SOME GRADUATE
Professional Background: USC DIRECTOR-CORPORATE + FOUNDATION RELATIONS, FORMALLY CEO-YWCA
Male [] Female [x] Age: 18-25 [] 26-50 [x] Over 50 []
Name of Committee in which interested: RICHLAND MEMORIAL BOARD OF TRUSTEES (RMH)
Reason for interest: A STRONG COMMITMENT TO COMMUNITY HEALTHCARE AND PROVIDING ASSISTANCE IN MEETING THE CHALLENGES OF TODAY'S HEALTHCARE ISSUES
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: AN UNYIELDING WORK ETHIC IS WHAT I WOULD BRING TO THE BOARD. MY PAST WORK IN HEALTH PREVENTION ADDS ANOTHER DIMENSION TO MY EXPERIENCE.
Presently serve on any County Board/Commission/Committee? RMH BOARD OF TRUSTEES
Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month: AS NECESSARY

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓

If so, describe: _____

Shandi Kame 10/2/08
Applicant's Signature Date

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

One form must be submitted for each committee on which you wish to serve.
Applications are current for one year.

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



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

Applicant must reside in Richland County.

Name: Candy Y. Waites

Home Address: 3419 Duncan Street, Columbia, SC 29205

Telephone: (home) 799-7977 (work) 786-3108

Office Address: Columbia College- 1301 Columbia College Dr.- Columbia, SC 29203

Educational Background: Columbia city schools; BA Wheaton College, Norton, MA; MPA USC

Professional Background: Member Rich. Co. Council; State Legislature; program director and instructor at Columbia College.

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

Name of Committee in which interested: Palmetto Richland Hospital Board

Reason for interest: I have served for three years and would like to continue to offer my time and acquired expertise for an additional term. Quality healthcare is an important service that should be available to all citizens.

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: Serving on the hospital board requires time and a willingness to educate oneself about the complicated and myriad matters that encompass health care services, personnel and facilities. I have willingly done so during my first term and would like the opportunity to continue to build on that base to provide leadership to this important organization.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? _____

Recommended by Council Member(s): Kit Smith

Hours willing to commit each month: whatever time needed to do a good job.

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Candy L. Whites
Applicant's Signature

October 13, 2008
Date

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

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____

2

Item# 36



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

Applicant must reside in Richland County.

Name: Harry C. Ward

Home Address: 720 Kilbourne Rd.; Columbia, SC 29205

Telephone: (home) 256-1241 (work) 240-5019

Office Address: PO Box 5006; Columbia, SC 29250

Educational Background: BS; Business Administration; Newberry College

Professional Background: Ward Financial Services, Inc., 1989 to present

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

Name of Committee in which interested: Palmetto Health Richland

Reason for interest: I have been a volunteer / board member on various entities at Palmetto Health for 16 years. The past 4 years, I have served on the Palmetto Health Richland Board, gaining immeasurable experience and exposure to the needs within healthcare and the various areas which our community and State can best address the medical issues during these times which we are facing Federal funding cuts. I trust a second term will allow me to be a stronger advocate in the community with the knowledge afforded me during my first term on the Board.

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: As mentioned above, the past four years has given me extensive educational opportunities and knowledge which will make me a stronger board member if afforded a second term. PHR is a vast medical facility, yet is progressing significantly within the medical field. The experience of seeing these changes and how they impact our community is a long-term, ongoing experience and I would be honored to utilize my past experience to make Palmetto Health Richland an even stronger medical facility not only locally, but on a national level.

Presently serve on any County Board/Commission/Committee? Palmetto Health Richland

Any other information you wish to give? _____

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: As necessary

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

s/ Harry C. Ward
Applicant's Signature

October 20, 2008 _____
Date

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

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only

Date Received: _____ Received by: _____

Date Sent to Council: _____

Status of Application: Approved Denied On file

Richland County Council Request of Action

Subject

Council Individual Discretionary Accounts

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Report of Hospitality Tax Ad Hoc Committee

- a. Amendments to the County Promotions Funding Guidelines & Grant Process [**PAGES 258-264**]
- b. Criteria for adding new agencies to the Hospitality Tax Ordinance [**PAGES 265-266**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

DRAFT



**RICHLAND COUNTY HOSPITALITY TAX FUND
GUIDELINES FOR DISTRIBUTION OF COUNTY PROMOTIONS FUNDS
FY 2009 –2010**

NOTE: Please read all guidelines carefully! This program has changed.

PROGRAM DESCRIPTION

On May 6, 2003, Richland County Council passed an ordinance establishing a two-percent (2%) Hospitality Tax on all prepared food and beverages sold in the unincorporated areas of Richland County. The proceeds from this tax are to be used for the dedicated purpose of promoting tourism in Richland County. The County Promotions program is a competitive grants program that provides Hospitality Tax funds to eligible organizations.

On July 24, 2007, Richland County Council voted to modify the County Promotions Competitive Grant award cycle from one annual cycle to two cycles (rounds) per year. The following information details the requirements for FY 2008-2009:

Round One: For projects occurring between July 1, 2009 and June 30, 2010
(Application Deadline: _____)

Round Two: For projects occurring between January 1, 2010 and June 30, 2010
(Application Deadline: _____)

ALLOCATION REQUIREMENTS AND PROCESS

- The Richland County Hospitality Tax Ordinance provides for the annual distribution of Hospitality Tax revenues to the following agencies and programs:
 - Columbia Museum of Art
 - Historic Columbia Foundation
 - EdVenture Children’s Museum
 - **County Promotions (Competitive Grants Program)**

- Funds from the County Promotions Competitive Grants Program will be available to eligible applicant organizations that demonstrate a benefit to tourism in the unincorporated areas of Richland County. In FY 2009-2010, it is estimated that approximately \$_____ will be available. **Please note that this is a preliminary number and is subject to change during the FY 2009-2010 budget process.**

- **Beginning in FY 2009-2010, a minimum of 75% of County Promotions Competitive Grants Program funds will be dedicated to projects and events in areas where Richland County collects Hospitality Tax funds, including unincorporated Richland County and the towns of Eastover and Irmo (Richland County portion only). These shall include:**
 - Organizations that are physically located in the unincorporated areas of Richland County and sponsor projects or events within those areas;
 - Organizations that are not physically located in the unincorporated areas of Richland County but sponsor projects or events within those areas; and
 - Regional marketing organizations whose primary mission is to bring tourists to the region, including the unincorporated areas of Richland County.

- All applications for County Promotions funding must first submit an application. Applications will be screened for eligibility and reviewed by the Hospitality Tax Advisory Committee. This Committee is comprised of five members appointed by County Council. Committee members are interested citizens residing in the County, and at least two members are representatives of the restaurant industry. After reviewing each application, the Committee will make funding recommendations to County Council. County Council makes the final determination as to how funds will be distributed.

- Any Hospitality Tax revenue not distributed to the agencies or programs specified in the Hospitality Tax Ordinance may be distributed as directed by County Council for projects related to tourism development, including, but not limited to:
 - Township Auditorium
 - Northeast Recreation Complex
 - Recreation Capital Improvements
 - Riverbanks Zoo and Gardens

ELIGIBILITY REQUIREMENTS FOR COUNTY PROMOTIONS FUNDING

- Applicant organizations must have been in existence for at least one (1) year prior to requesting funds.

- All applicants must provide proof of their federal employer identification number as registered with the Internal Revenue Service.

- Applicants must provide proof of their non-profit status and fall into one of the following categories:
 - Organizations exempt from federal income tax under Section 501(C)(3) of the Internal Revenue Code and whose primary goal is to attract additional visitors through tourism promotion. The letter of exemption from the Internal Revenue Service must accompany your proposal.

- Destination Marketing Organizations, which are recognized non-profit organizations charged with the responsibility of marketing tourism for their specific municipalities, counties or regions, such as Chambers of Commerce, Convention and Visitors Bureaus and Regional Tourism Commissions.
- Richland County will not award Hospitality Tax funds to individuals, fraternity organizations, religious organizations, or organizations that support and/or endorse political campaigns.

CRITERIA FOR PROJECT ELIGIBILITY

As required by the Hospitality Tax Ordinance, projects to be funded by Hospitality Tax funds must result in the attraction of tourists to Richland County. Priority will be given to projects that demonstrate a benefit to unincorporated Richland County. Each application/proposed project will be reviewed individually to determine the potential impact it will have for tourism in unincorporated Richland County.

FUNDING PRIORITIES

Priority will be given to projects that:

- Promote dining at restaurants, cafeterias, and other eating and drinking establishments in unincorporated Richland County;
- Generate overnight stay in unincorporated Richland County's lodging facilities; and
- Promote and highlight unincorporated Richland County's historic and cultural venues, recreational facilities and events, and the uniqueness and flavor of the local community.

PROJECT EVALUATION

Once all applications for Hospitality Tax Grant funds are received by Richland County, they will be individually inspected by staff to ensure that they are eligible for review by the Hospitality Tax Advisory Committee. To be eligible for review, the application must:

- Be received before the published deadline;
- Include proof that the applying organization has 501(c)(3) status as a non-profit organization; and
- Include all other required appendices.

Staff will indicate the eligibility of the individual application for review and include comments on any deemed ineligible. All applications will then be forwarded to the Hospitality Tax Advisory Committee for review.

The Hospitality Tax Advisory Committee will use the following type of evaluation instrument to evaluate applications and proposed projects. The individual factors are important in project evaluation, as they are an indication of the degree to which the proposed project will contribute to the tourism in Richland County. These factors, with their corresponding point values, are:

- Thoroughness of Proposal 5 points maximum
- Project Design 65 points maximum
- Economic Impact & Accountability 30 points maximum

FY 2009 HOSPITALITY TAX GRANT PROPOSAL – EVALUATION MATRIX

Round One Round Two

PROJECT:

ORGANIZATION:

CONTACT:

TYPE OF PROJECT/EVENT:

REQUEST FY08

:

AWARD FY08:

REQUEST FY09:

<p>Is application eligible for review?</p> <ul style="list-style-type: none"> ▪ Was it received before the deadline? ▪ Is proof of organization’s non-profit status included? ▪ Are Appendices complete? 	<p><input type="checkbox"/> Yes Proceed to Committee for Review</p>	<p><input type="checkbox"/> No Provide Comments and Inform Committee</p>	<p>Comment on ineligibility for review (if applicable):</p>
EVALUATION FACTORS	MAXIMUM POINTS PER ITEM	TOTAL POINTS AWARDED	COMMENTS
<p>Thoroughness of Proposal</p> <ul style="list-style-type: none"> ▪ Proposal Specifications Followed ▪ Responses clear & complete ▪ Support documents provided 	5		
Category Subtotal	5		
Project Design			
<ul style="list-style-type: none"> ▪ Benefit to Tourism 	15		
<ul style="list-style-type: none"> ▪ Benefit to the Community 	10		
<ul style="list-style-type: none"> ▪ Innovation 	10		
<ul style="list-style-type: none"> ▪ Community Support 	10		
<ul style="list-style-type: none"> ▪ Evidence of Partnerships 	10		
<ul style="list-style-type: none"> ▪ Management Capability 	10		
Category Subtotal	65		
Economic Impact & Accountability			
<ul style="list-style-type: none"> ▪ Reliable Tracking Mechanism 	10		
<ul style="list-style-type: none"> ▪ Expected Revenue Generated 	10		
<ul style="list-style-type: none"> ▪ Reasonable Cost/Benefit Ratio 	10		
Category Subtotal	30		
POINTS GRAND TOTAL	100		

Last FY Evaluation comments:

DESCRIPTION OF EVALUATION FACTORS

- Thoroughness of proposal: All required forms and application are complete and submitted on time. Responses are clear and complete. Budget is complete. Support Documents are provided.
- Benefit to Tourism: Does the project promote tourism? Will it promote a positive image for the County? Will it attract visitors, build new audiences and encourage tourism expansion? Will it increase awareness of the County's amenities, history, facilities, and natural environment?
- Benefit to the Community: How will this project benefit the people of Richland County? Will the project benefit unincorporated Richland County? Who will attend the event? How many visitors will the event serve?
- Innovation: Is this project unusual or unique? Does it move an existing program in a new direction?
- Community Support: Does the project have broad-based community appeal or support? What is the evidence of need for this project in the County?
- Evidence of Partnerships: What kind and degree of partnership does the project exhibit? Does it exhibit volunteer involvement or inter-jurisdictional, corporate, business, and/or civic support?
- Management Capability: Does the applicant organization demonstrate an ability to successfully complete the project through effective business practices in the areas of finance, administration, marketing, and production? If this organization has received Hospitality Tax funding previously, was the project successful?
- Reliable Tracking Mechanism: Surveys, License Plates, etc.
- Expected Revenue Generated: What are the projected direct and indirect dollar expenditures by visitors/tourists? What is the estimated number of meals consumed? Are any overnight stays anticipated?
- Reasonable Cost / Benefit Ratio: Does the benefit of the project (i.e. number of tourists estimated; expected revenue generated) exceed the cost of the project? Is this project "worth" its cost?

PROCESS FOR FUNDING APPROVAL

To be considered for funding, an application must be received by the published funding round deadline. Once all applications for Hospitality Tax Grant funds are received by Richland County and eligibility is verified, they will be forwarded to the Hospitality Tax Advisory Committee for

review. The Committee will review and score each application based on the instrument included above. The Committee will then rank the proposals based on the scores and determine funding recommendations. The Committee will submit its funding recommendations to the county for review by County Council. County Council makes all funding decisions; however, the Council relies heavily on the recommendations of the Advisory Committee.

FUNDING AVAILABILITY

Funding of all projects is entirely dependent upon Hospitality Tax funds being received by Richland County.

FREEDOM OF INFORMATION ACT NOTICE

Please be advised that all materials submitted for Hospitality Tax Grant funding are subject to disclosure based on the Freedom of Information Act (FOIA).

**POLICY FOR ADDING NEW AGENCIES TO THE
RICHLAND COUNTY HOSPITALITY TAX ORDINANCE**

From time to time, Richland County Council may amend the Hospitality Tax Ordinance in order to include new Agencies for annual appropriations. As a general policy, only Agencies that meet the following criteria, at a minimum, shall be considered for inclusion in Hospitality Tax Ordinance:

- a. The Agency shall have a record of generating significant levels of tourism in Richland County, with a special emphasis on promoting tourism in the unincorporated areas of the county;
- b. The Agency shall offer programs that will generate tourism throughout the year;
- c. The Agency shall add to, or otherwise reflect, the diversity of the citizens of Richland County;
- d. The Agency shall be recognized by the South Carolina Secretary of State and be in good standing as a non-profit organization;
- e. The Agency must be deemed eligible to receive funding from the county under all applicable state and federal laws;
- f. The Agency shall have a proven history of fundraising ability, and shall not be reliant on county funding to sustain its annual operations or capital costs;
- g. The Agency shall devote a minimum of 67% of its annual expenses toward programs and services;
- h. The Agency must not receive a significant portion of its annual budget from any other sources of county revenue, including, but not limited to: general fund sources, dedicated taxes, or fees. This requirement shall be waived if the purpose of including the Agency in the Hospitality Tax Ordinance is to replace the existing funding source with Hospitality Tax dollars; and
- i. The Agency must have the organizational capacity to meet all other requirements of the Hospitality Tax Ordinance, including detailed reporting requirements.
- j. Organizations may be considered for inclusion in the Hospitality Tax ordinance upon the request of one or more council members. Prior to consideration, each organization shall submit a formal request that demonstrates the organization's need for county funding, outlines a plan for how such funds will be spent, and illustrates the organization's ability to meet all other criteria included in this policy.

Richland County Council Request of Action

Subject

Request to approve the awarding of a contract to Concurrent Technologies Corporation for professional services related to the County's Federal Brownfield Assessment Grants

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

MEMORANDUM

TO: Richland County Council
FROM: Joe Cronin 
DATE: Monday, December 8, 2008 12:00 PM
SUBJECT: Request to approve the awarding of a contract to Concurrent Technologies Corporation for professional services related to the county's Federal Brownfield Assessment Grants

In April 2008, the U.S. Environmental Protection Agency (EPA) announced a grant award for two, three-year Brownfield Assessment Grants to Richland County: \$200,000 for Hazardous Substances assessments and \$200,000 for Petroleum assessments. This award was announced by the county administrator during the April 15, 2008 meeting of Richland County Council.

In July 2008, the Procurement Department issued a Request for Qualifications in order to secure the services of a qualified and experienced environmental consultant. The primary purpose of this contract is to undertake site inventories, environmental site assessments, and public outreach activities.

During the special called meeting on July 22, 2008, council approved a request authorizing the Procurement Director to negotiate with the respondent offering the most advantageous proposal to Richland County.

A proposal review team, made up of representatives from Administration, Community Development, GIS, Planning, and Public Works, reviewed a total of 13 responses to the Request for Qualifications. After evaluation, the review team selected Concurrent Technologies Corporation as the most advantageous respondent.

Council is now requested to authorize the Procurement Director to award a contract to Concurrent Technologies Corporation in the amount of \$372,000. This contract will cover costs associated with the project over the next three years. The contract is within the amount budgeted under the Brownfield Assessment Grant accounts, and all costs will be funded entirely through the EPA grant.

Richland County Council Request of Action

Subject

Strategic Plan Draft

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No