

Report Of The Chairman

6. a. Miss SC Pageant [PAGES 24-29]
- b. Reinstitute TIF Committee

Presentations

7. a. Richland County Conservation Commission/Gills Creek Watershed Assoc./AT&T Foundation
- b. SC Philharmonic, Morihiko Nakahara, Music Director

Open/Close Public Hearings

8. a. 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 real property located in Richland County, and related to Project Cyrus; and other related matters
- b. An Ordinance Authorizing a deed to Cohn & Cohn Investments, LLC, for approximately 4.94 acres of land, constituting a portion of Richland County TMS # 25800-04-01

Approval Of Consent Items

9. 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 real property located in Richland County, and related matters [THIRD READING] [PAGES 32-42]
10. 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 real property located in Richland County and related to Pure Power Technologies; and other related matters [THIRD READING] [PAGES 43-46]
11. An Ordinance Authorizing a deed to Cohn & Cohn Investments, LLC, for approximately 4.94 acres of land, constituting a portion of Richland County TMS # 25800-04-01 [THIRD READING] [PAGES 47-48]
12. 11-14MA
Ron Johnson
Longcreek Plantation
RU to RS-LD (4.91 Acres)
Longtown Rd. East & Longtown Rd. West
20500-05-02 [THIRD READING] [PAGES 49-50]
13. 11-18MA
Adams Northeast AME Church
Kay Hightower
RU to GC (10.62 Acres)

409 Longtown Rd.
17400-05-12/13/14/26 [THIRD READING] [PAGES 51-52]

14. Authorizing the Execution and Delivery of an Amendment to the Fee Agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters [SECOND READING] [PAGES 53-62]
15. Hospitality Tax County Promotions Grant Program Changes [PAGES 63-68]

Third Reading Items

16. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; Section 26-224, Division of Real Property to Heirs of a Decedent; so as to exempt certain subdivisions from road construction requirements when property is being transferred to immediate family members or by will or intestate succession or forced division decreed by appropriate judicial authority [PAGES 69-73]

First Reading Items

17. An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds; Subsection (a)(4); so as to increase the amount of funding dedicated to organizations and projects that generate tourism in those areas where Richland County collects Hospitality Taxes [PAGES 74-76]
18. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-332, Boards, Commissions and Committees Created; Subsection (Q), Internal Audit Committee; so as to add members thereto [PAGES 77-79]

Report Of Economic Development Committee

19.
 - a. Governmental Affairs Representative Services Contract Renewal [PAGES 81-82]
 - b. A Resolution Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and FedEx Ground Package System, Inc., acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County; (2) the benefits of a multi-county industrial or business park to be made available to the Company; and (3) other matters relating thereto [PAGES 83-86]
 - c. An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and FedEx Ground Package System, Inc., acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County (the "Project"); (2) the County to covenant in such agreement to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Project; (3) the benefits of a multi-county park to be made available to the Company and the Project; and (4) other matters relating thereto [FIRST READING BY TITLE ONLY] [PAGE 87]
 - d. Inducement Resolution for Bottling Group, LLC [PAGES 88-90]

- e. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Bottling Group, LLC and matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 91]**
- f. Inducement Agreement for Spirax Sarco, Inc. **[PAGES 92-98]**
- g. A Resolution Authorizing the execution and delivery of an inducement agreement by and between Richland County, South Carolina, and Spirax Sarco, Inc. whereby, under certain conditions, Richland County will execute an amended fee in lieu of tax agreement for a project involving not less than ten million dollars (\$10,000,000) investment **[PAGES 99-101]**
- h. An Ordinance Authorizing the execution and delivery of an amended fee in lieu of tax agreement between Richland County, South Carolina, and Spirax Sarco, Inc.; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes **[FIRST READING BY TITLE ONLY] [PAGE 102]**
- i. A Resolution Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and Westinghouse Electric Company LLC, acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County; (2) the benefits of a fee in lieu of tax arrangement, special source credits and multi-county industrial or business park designation to be made available to the Company; and (3) other matters relating thereto **[PAGES 103-106]**
- j. An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and Westinghouse Electric Company LLC, acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County (the "Project"); (2) the County to covenant in such agreement to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Project ("FILOT Payments"); (3) the Company to claim certain special source credits against such FILOT Payments; (4) the benefits of a multi-county park to be made available to the Company and the Project; and (5) other matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 107]**
- k. Identifying an Economic Development Project to be located in Richland County, South Carolina; authorizing a fee agreement between Project Rocky and Richland County, South Carolina to induce Project Rocky to expand its existing manufacturing facility in Richland County; and other related matters **[PAGES 108-109]**
- l. Authorizing the execution and delivery of a fee agreement by and between Richland County, South Carolina and [Project Rocky], as sponsor, to provide for fee-in-lieu of ad valorem taxes and other incentives; authorizing the grant of special source revenue credits; and other related matters **[FIRST READING BY TITLE ONLY] [PAGE 110]**
- m. An Ordinance Authorizing the execution and delivery of an infrastructure credit agreement by and between Richland County and Koyo Corporation of U.S.A., so as to provide, among other things, special source revenue credits for a project; and to provide for other matters related thereto **[FIRST READING BY TITLE ONLY] [PAGE 111]**
- n. An Ordinance Authorizing the first amendment of that certain fee agreement by and between

Richland County, South Carolina and Koyo Corporation of U.S.A., relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, an extension of the investment period to allow for continuing and further investment in the project, and the extension of the term of the project **[FIRST READING BY TITLE ONLY] [PAGE 112]**

Other Items

20. **REPORT OF THE FIRE AD HOC COMMITTEE**[PAGE 113]
21. Community Residential Care Facility in an Unincorporated Area of Richland County: 429 Rockhaven Drive, Columbia, SC 29223 **[PAGES 114-119][NO ACTION REQUIRED]**

Citizen's Input

22. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

23. a. Pursuant to a request from Gary Watts, the Richland County Coroner, I move that the County Administrator and/or his designee along with the County Attorney meet with the Coroner and Probate Judge Amy McCullough to determine whether a County ordinance could be developed that would assist in the recovery of costs associated with the disposition of unclaimed decedents. This would only apply to those individuals whose estates are determined to have financial resources available. Explanation: According to the Coroner, the number of families declining custody of their deceased relatives is rising annually with the County having to bear the cost of preparation and burial of these individuals. In many cases, the Coroner and Probate Judge have determined that the decedent's estates have sufficient assets to cover these costs; however, they currently have no means to recover the costs associated with these expenses. [PEARCE]
- b. Motion for resolution from County Council supporting the One-Book, One Columbia reading initiative. This endeavor was a huge success last year in its inaugural year and will be taking place again in 2012. The Richland County library is involved and this is a resolution in which County Council will officially endorse the One-Book, One Columbia initiative. (Note: There is no financial resources tied to this resolution, this is merely showing County Council's support). [ROSE]
- c. In an attempt to give qualified law firms an opportunity to participate in the counties bond work. We would request that the County Attorney establish a list of qualified firms and the list would be used to rotate the counties bond function. In addition, the county would encourage these firms to ensure that there is minority partnership in the process [JETER, WASHINGTON]

Adjournment



Richland County Council Request of Action

Subject

Regular Session: November 1, 2011 [**PAGES 7-19**]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, NOVEMBER 1, 2011 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	Paul Livingston
Vice Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Seth Rose
Member	Kelvin Washington

OTHERS PRESENT – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, Daniel Driggers, Kevin Etheridge, Malav Trivedi, Suzie Haynes, Paul Alcantar, John Hixson, Dale Welch, Valeria Jackson, Nelson Lindsay, Elizabeth McLean, David Hoops, Sara Salley, Rodolfo Callwood, Geo Price, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at 6:02 p.m.

INVOCATION

The Invocation was given by the Honorable Kelvin E. Washington, Sr.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr.

POINT OF PERSONAL PRIVILEGE – Mr. Livingston thanked everyone for their condolences and support during his bereavement following the death of his mother.

APPROVAL OF MINUTES

Regular Session: October 18, 2011 – Ms. Hutchinson moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

Mr. Malinowski stated that Mr. Adel “Butch” Dailey name was misspelled under the “CMRTA Nominees for Appointment”.

Mr. Pearce moved, seconded by Ms. Hutchinson, to approve the minutes as amended. The vote in favor was unanimous.

Zoning Public Hearing: October 25, 2011 – Mr. Malinowski moved, seconded by Mr. Jeter, to approve the minutes as submitted. The vote in favor was unanimous.

Special Called Meeting: October 25, 2011 – Ms. Dickerson moved, seconded by Mr. Washington, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Pearce requested that presentation of two resolutions, which were inadvertently left off the agenda, be added to the agenda.

Mr. Pope stated that the an Outside Counsel Executive Session needed to be added immediately following the Report of the Attorney for Executive Session Matters.

Mr. Manning stated that under Report of Rules and Appointments the asterisks following the various names needed to be further explained and to address the numbering of pages.

Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

PRESENTATION OF RESOLUTIONS

Resolutions honoring Deputy Young and Investigator Hartland of the RCSD for their winning performances in the recently held 2011 World Police and Fire Games held in New York City [PEARCE, WASHINGTON, MANNING, DICKERSON & ROSE]

– Mr. Pearce presented resolutions honoring Deputy Young and Investigator Hartland of the RCSD for their winning performances in the 2011 World Police and Fire Games.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **Pending Litigation** – Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until the November 15th Council meeting. The vote in favor was unanimous.
- b. **SCE&G Intervention**

OUTSIDE COUNSEL EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 6:23 p.m. and came out at approximately 7:20 p.m.
=====

- a. **SCE&G Intervention** – No action was taken.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that Richland One School Board Member Jamie Devine was in the audience.

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Business Service Reform Task Force** – Mr. Pope stated that the Business Service Reform Task Force will be meeting November 2nd, 4-6 p.m. at the Chamber of Commerce. Council will be updated regarding the discussions.
- b. **SCE&G** – This item was taken up in Executive Session.
- c. **Presentation of Budget Book** – Mr. Pope recognized Daniel Driggers, Kevin Etheridge, and Malav Trivedi from the Finance Department for their hard work on the budget book, which was distributed to Council prior to the beginning of the meeting.
- d. **Employee Recognition** – Mr. McDonald presented Mr. Callwood with an award from the Midlands Business Development Agency.

REPORT OF THE CLERK OF COUNCIL

- a. **Richland Memorial Hospital's Annual Luncheon, November 29th, 12 noon-1 p.m., Bagnal Board Room** – Ms. Onley stated that Richland Memorial Hospital's Annual Luncheon will be held November 29th, 12 noon-1 p.m. in the Bagnal Board Room.

- b. **November and December Meeting Schedule** – Mr. Washington moved, seconded by Ms. Hutchinson, to move this item immediately following the Report of the Rules and Appointments Committee. The vote in favor was unanimous.

REPORT OF THE CHAIRMAN

- a. **Letter of support for Richland Community Health Care Association** – Mr. Washington moved, seconded by Mr. Jeter, to submit a letter of support on behalf of County Council. The vote in favor was unanimous.

PUBLIC HEARINGS

- **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 real property located in Richland County, and related matters** – No one signed up to speak.
- **An Ordinance Amending the Fiscal Year 2011-2012 Neighborhood Improvement and Community Development Fund Annual Budgets to appropriate \$48,641 of Neighborhood Improvement Undesignated Fund Balance for transfer to the Community Development Fund for the CDBG and HOME administrative shortfall** – No one signed up to speak.
- **An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and Pure Power Technologies, LLC, acting for itself, one or more affiliates or other project sponsors (the "Company"), in connection with the expansion of certain facilities in the County (the "Expansion Project"); (2) the County to covenant in such agreement to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Expansion Project; (3) special source credits to reimburse the Company for a portion of certain costs incurred in connection with the Expansion Project; (4) the benefits of a multi-county park to be made available to the Company and the Expansion Project; and (5) other matters relating thereto**

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Fiscal Year 2011-2012 Neighborhood Improvement and Community Development Fund Annual Budgets to appropriate \$48,641 of Neighborhood Improvement Undesignated Fund Balance for transfer to the Community Development Fund for the CDBG and HOME administrative shortfall [THIRD READING]**

- **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 real property located in Richland County, and related to Project Cyrus; and other related matters [SECOND READING]**
- **An Ordinance Authorizing a deed to Cohn & Cohn Investments, LLC, for approximately 4.94 Acres of land, constituting a portion of Richland County TMS # 25800-04-01 [SECOND READING]**
- **11-14MA, Ron Johnson, Longcreek Plantation, RU to RS-LD (4.91 Acres), Longtown Rd. East & Longtown Rd. West 20500-05-02 [SECOND READING]**
- **11-14MA, Adams Northeast AME Church, Kay Hightower, RU to GC (10.62 Acres), 409 Longtown Rd., 17400-05/12/13/14/26 [SECOND READING]**
- **CDBG Allocation of Funds**
- **AT&T Leased Line Connections—Countywide**
- **Microsoft Licensing—Countywide**
- **FY11-12 HUD Annual Action Plan Approval**
- **Mass Transit Fee: Commercial Vehicles [TO TABLE]**
- **Criminal Domestic Violence Court Grant Match**
- **Hispanic Outreach Grant Match**
- **Historic Preservation Special Project**
- **Hospitality Tax Round Two Funding Recommendations**
- **Hospitality Tax—Round Two Funding Recommendations** – Mr. Washington moved, seconded by Mr. Jeter, to reconsider this item. The vote in favor was unanimous.
- **Retention Schedule for Detention Center Records**

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

THIRD READING

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 real property located in Richland County; and other related matters – Mr. Washington moved, seconded by Mr. Jackson, to defer this item until the November 15th Council meeting. The vote in favor was unanimous.

An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the “County”) and Pure Power Technologies, LLC, acting for itself, one or more affiliates or other project sponsors (the “Company”), in connection with the expansion of certain facilities in the County (the “Expansion Project”); (2) the County to covenant in such agreement to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Expansion Project; (3) special source credits to reimburse the Company for a portion of certain costs incurred in connection with the Expansion Project; (4) the benefits of a multi-county park to be made available to the Company and the Expansion Project; and (5) other matters relating thereto – Mr. Pearce moved, seconded by Mr. Jeter, to approve this item. A discussion took place.

The vote was in favor.

SECOND READING

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; Section 26-224, Division of Real Property to Heirs of a Decedent; so as to exempt certain subdivisions from road construction requirements – Mr. Jackson moved, seconded by Ms. Kennedy, to approve this item. A discussion took place.

Ms. Hutchinson made a substitute motion, seconded by Mr. Rose, to insert the hold harmless clause in the ordinance. A discussion took place.

<u>For</u>	<u>Against</u>
Pearce	Jackson
Malinowski	Manning
Hutchinson	Kennedy
Jeter	Washington
Livingston	
Dickerson	
Rose	

The vote was in favor of the substitute motion.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Decker Blvd./Woodfield Park Neighborhood Redevelopment Overlay District and the Corridor Redevelopment Overlay District – Mr. Washington moved, seconded by Ms. Hutchinson, to approve this item as amended. The vote in favor was unanimous.

Low Traffic Volume Road Paving Program – Ms. Hutchison stated that the committee recommended approving the road paving program with the following amendment: to remove the ten roads that do not have homes, churches, or businesses located on them. A discussion took place.

Mr. Washing made a substitute motion to retain the ten roads that do not have homes, churches, or businesses located on them. The motion died for lack of a second.

The vote was in favor of the committee's recommendation.

Ordinance to Prohibit 'bath salts' and synthetic marijuana – Mr. Rose moved, seconded by Ms. Dickerson, to table this item. The vote in favor was unanimous.

Expiring Solid Waste curbside collection contracts for areas 2 & 6 – Mr. Malinowski made a motion to direct administration to rebid Areas 2 and 6. The motion died for lack of a second.

Mr. Jackson moved, seconded by Ms. Dickerson, to direct administration to begin negotiations with the current contractors for Areas 2 and 6. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Hospitality Tax—Tax County Promotions Grant Program Changes – Mr. Washington moved, seconded by Ms. Hutchinson, to defer this item until the November 15th Council meeting. The vote was in favor.

Internal Auditor Engagement – Mr. Washington moved, seconded by Mr. Manning, to appoint Mr. Manning to the Audit Committee until a citizen is appointed to the committee; areas of concentration to include performance and accountability; a RFP sub-committee made up of the Chair of Rules and Appointments Committee, Chair of Economic Development Committee and Vice Chair of Council will write, post and review all audit services RFP responses making sure recommendations go to full Council; the selected Auditor will report directly to the full Council; and the Audit Committee will perform audits on the following departments: Administration, Planning Department, Department of Public Works, Finance Department, Building Inspection and Procurement Department. A discussion took place.

Mr. Pearce moved, seconded by Mr. Malinowski, to appoint the Chairs of the Economic Development Committee and Rules and Appointments Committee to the Internal Audit

Committee and the Internal Audit Committee meet as soon as possible to pursue development of an RFP for an Internal Auditor that reports to full Council. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the Execution and Delivery of an Amendment to the Fee Agreement between Richland County, South Carolina, and a Company formerly referred to as Project Y to provide for a new effective date and millage rate; and other related matters [FIRST READING BY TITLE ONLY] – Mr. Washington stated that the committee recommended approval of this item. The vote in favor was unanimous.

Governmental Affairs Representative Services Contract Renewal – Mr. Washington stated that the committee recommended deferral of this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Airport Commission—3** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.
- b. **Lexington/Richland Alcohol and Drug Abuse Council—2** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.
- c. **Richland Memorial Hospital Board—4** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- b. **Appearance Commission—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- c. **Board of Assessment Control—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.

- d. **Board of Zoning Adjustments and Appeals—4** – Mr. Malinowski stated that the committee recommended re-appointing Joshua A. McDuffe, Torrey Rush, and William Smith and appointing Mike Spearman. The vote in favor was unanimous.
- e. **Building Codes Board of Adjustments and Appeals—3** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- f. **Business Service Center Appeals Board—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- g. **Internal Audit Committee—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- h. **Music Festival Board—2** – Mr. Malinowski stated that the committee recommended re-appointing Jan Baker and re-advertising the remaining vacancy. The vote in favor was unanimous.

III. DISCUSSION FROM RULES AND APPOINTMENTS

- a. **When speaking during the citizens' input portion of council meetings, persons currently serving on Richland County Commissions of any kind are not allowed to use their title or the commission name unless they have received unanimous consent from the commission to do so** – Mr. Malinowski stated that the committee recommended the following language be added to Council Rule #10: "The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her public hearing input of that fact, and name or identify anyone else for whom the citizen is speaking or represents." The vote was in favor.

OTHER ITEMS

November and December Meeting Schedule – Ms. Dickerson moved, seconded by Ms. Hutchinson to hold the December meeting on December 6, 13 and 20.

<u>For</u>	<u>Against</u>
Jackson	Pearce
Hutchinson	Malinowski
Jeter	Manning
Livingston	
Dickerson	
Kennedy	
Rose	
Washington	

The vote was in favor.

A Resolution to Appoint and Commission George Ricardo Carroll as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

A Resolution to Appoint and Commission Travis Shane Conrad as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

REPORT OF THE FIRE AD HOC COMMITTEE

Mr. Pearce stated that the Fire Ad Hoc Committee meet and have completed a draft of a revised fire contract, which includes all the items addressed in the fire audit. The committee will meet again on November 9th to review the final draft of the fire contract and forward it to full Council at the November 15th Council meeting.

Without objection the Council directed the Fire Ad Hoc Committee and the County Administrator to respond to the City of Columbia recent letter.

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE

- a. Work Authorization #3** – Ms. Kennedy stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

- b. Work Authorization #4** – Ms. Kennedy stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

CITIZEN'S INPUT

No one spoke.

MOTION PERIOD

Resolutions honoring the Spann Watson Chapter, Tuskegee Airmen, Inc.: Major General Irene Trowell-Harris, US Air Force Retired; Brigadier General Darlene M. Goff, SC Army National Guard; Lieutenant Colonel Rosie Fitchett, US Army Retired; Command Sergeant Major Teresa L. King, US Army [LIVINGSTON] – Mr. Livingston moved, seconded by Mr. Malinowski, to adopt resolutions honoring the Spann Watson Chapter, Tuskegee Airmen, Inc.: Major General Irene Trowell-Harris, US Air Force Retired; Brigadier General Darlene M. Goff, SC Army National Guard; Lieutenant Colonel Rosie Fitchett, US Army Retired; Command Sergeant Major Teresa L. King, US Army. The vote in favor was unanimous.

That a policy be created regarding how to deal with approved grants prior to budget time and again at budget time when grants have been reduced or eliminated. When the grant ends Richland County will not provide additional funds in that agency's budget and they will have to absorb it if they want to keep it [MALINOWSKI] – This item was referred to the A&F Committee.

Motion that Council rules be amended such that when 5 or fewer people are signed up to speak to a non-agenda item they be allowed to speak after those speaking to an agenda item have finished (towards the beginning of the meeting). If 6 or more people are signed up to speak on a non-agenda item then Council's current rule will take affect. Rationale: This motion is submitted in the interest of making Council meetings more citizen friendly to those who wish to speak. This motion is designed to allow a small number of citizens wishing to speak to a non-agenda item to do so without the hardship of having to wait for the entire Council meeting to finish before having an opportunity to speak on an issue. This motion will still give affect to the current rule but allow a small number of citizens (5 or fewer) wishing to speak to a non-agenda item the courtesy of speaking without having to wait potentially hours for the current non-agenda citizen input portion of our Council meetings. [HUTCHINSON, JACKSON, AND ROSE] – This item was referred to the Rules & Appointments Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:50 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Seth Rose

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Richland County vs. SCE&G [**OUTSIDE COUNSEL**]
- b. Darrell's vs. Richland County [**OUTSIDE COUNSEL**]
- c. IGA - Fire Contract

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Eastover Water Negotiations
- b. Business Service Reform Task Force

Richland County Council Request of Action

Subject

- a. Farm-City Proclamation [HUTCHINSON]

Richland County Council Request of Action

Subject

- a. Miss SC Pageant [**PAGES 24-29**]
- b. Reinstigate TIF Committee

Miss South Carolina Sponsorship Breakdown from 2011 Miss SC Pageant

Contributions by Entity:

- \$20,000 Scholarship Sponsored solely by CVB
- \$35,000 Value of Township Auditorium for Rental for week of June 25-July 2, 2011
 - (\$25,000 from Richland County to Township will cover rental costs for this week)
- \$25,000 Value of Social Media, Marketing and Public Relations/Promotional Services Provided by Columbia CVB
- \$25,000 from City of Columbia H-tax dollars to cover marketing and advertising of the pageant

Additional services provided that were not part of original bid:

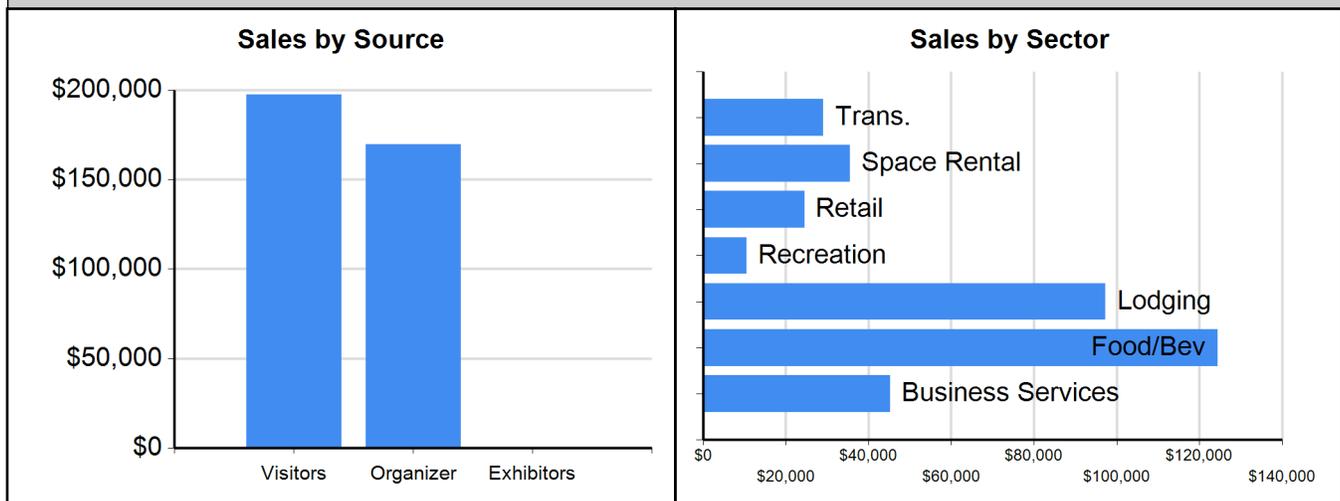
- Sponsored announcement of the new management company - \$3,700
- Sent out service request for vendors to be part of 'Queen for a Day'
- Provided Columbia SC T-shirts for all contestants
- Qualified restaurant list from 500 to 15 that Miss SC could solicit for sponsorship
- Coordinated a media press release at the convention center to announce moving the pageant from the Upstate to Columbia
- Sponsoring a "Queen for a Famously Hot Weekend" to help drive recognition

Financial Impact from 2011 Miss SC Pageant:

- Actualized 848 rooms at the Embassy Suites for the pageant week (Contracted 980). There was overflow rooms used in the city, but the organization did not contract an additional hotel, so these rooms are not track able. Total EEI \$366,691
- Actualized 224 rooms for the workshop weekend in April at the Embassy Suites. Total EEI \$82,851
- Rooms were occupied for a total of 13 days between the two programs
- **Total room economic impact: \$449,542**
- Revenues for the CMCC: \$7,364 in misc charges and \$35,000 in food service
- Utilized attractions such as the Riverbanks Zoo and Governors Mansion
- Spent over \$15,000 in security charges at the Township
- Spent \$8,000 in broadcasting
- Spent \$1,900 in outdoor advertising
- Worked with a few local restaurants to offering the pageant contestants free meals on the basis that the restaurant would receive 2-3 paid meals in return

Event Parameters		Key Results	
Event Name:	Miss SC Pageant	Business Sales (Direct):	\$366,691
Organization:	Miss SC Scholarship Organization	Business Sales (Total):	\$608,840
Event Type:	Business Meeting	Persons Employed (Direct):	99
Start Date:	6/25/2011	Persons Employed (Total):	132
End Date:	7/3/2011	Local Taxes (Total):	\$28,695
Overnight Attendees:	310	Net Local Tax ROI:	(\$76,305)
Day Attendees:	650	Room Nights Generated:	847.84

Direct Business Sales

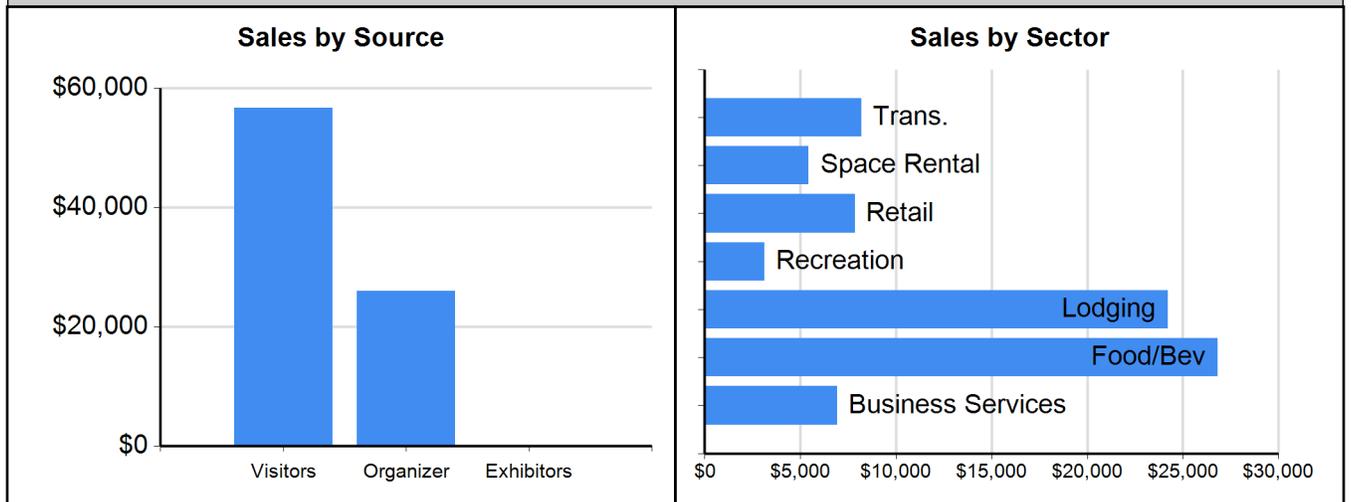


Industry	Visitor	Meeting Planner	Exhibitor	Total
Lodging	\$83,936	\$13,311	\$0	\$97,247
Transportation	\$24,651	\$4,437	\$0	\$29,088
Food & Beverage	\$53,545	\$70,989	\$0	\$124,534
Retail	\$24,584	\$0	\$0	\$24,584
Recreation	\$10,492	\$0	\$0	\$10,492
Space Rental	\$0	\$35,495	\$0	\$35,495
Business Services	\$0	\$45,251	\$0	\$45,251
TOTAL	\$197,209	\$169,482	\$0	\$366,691

Economic Impact Details									
	Direct	Indirect/Induced	Total						
Business Sales	\$366,691	\$242,149	\$608,840						
Personal Income	\$110,231	\$75,510	\$185,741						
Jobs Supported									
Persons	99	33	132						
Annual FTEs	5	2	7						
Taxes and Assessments									
Federal			\$40,352						
State Total			\$32,853						
sales			\$15,205						
bed			\$1,679						
other			\$6,088						
Local			\$28,695						
sales			\$2,534						
bed			\$2,518						
other			\$6,088						
Event Return on Investment									
Local Tax and Assessments	\$28,695		<table border="1"> <caption>Bar Chart Data</caption> <thead> <tr> <th>Category</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>Costs</td> <td>\$105,000</td> </tr> <tr> <td>Local Taxes</td> <td>\$28,695</td> </tr> </tbody> </table>	Category	Value	Costs	\$105,000	Local Taxes	\$28,695
Category	Value								
Costs	\$105,000								
Local Taxes	\$28,695								
Hosting Costs	\$105,000								
Net Local Tax ROI	(\$76,305)								
Net Present Value	(\$74,295)								
ROI (%)	-73%								
Demand Metrics									
Room Nights Sold	847.84								
Peak Room Nights	206.67								
Total Visitor Days	1,710.51								

Event Parameters		Key Results	
Event Name:	Miss SC Workshop Weekend	Business Sales (Direct):	\$82,581
Organization:	Miss SC Scholarship Organization	Business Sales (Total):	\$138,393
Event Type:	Business Meeting	Persons Employed (Direct):	59
Start Date:	4/1/2011	Persons Employed (Total):	78
End Date:	4/3/2011	Local Taxes (Total):	\$6,717
Overnight Attendees:	141	Net Local Tax ROI:	\$6,717
Day Attendees:	300	Room Nights Generated:	224.02

Direct Business Sales



Industry	Visitor	Meeting Planner	Exhibitor	Total
Lodging	\$22,178	\$2,038	\$0	\$24,216
Transportation	\$7,520	\$679	\$0	\$8,199
Food & Beverage	\$15,955	\$10,870	\$0	\$26,825
Retail	\$7,869	\$0	\$0	\$7,869
Recreation	\$3,107	\$0	\$0	\$3,107
Space Rental	\$0	\$5,435	\$0	\$5,435
Business Services	\$0	\$6,929	\$0	\$6,929
TOTAL	\$56,629	\$25,952	\$0	\$82,581

Economic Impact Details			
	Direct	Indirect/Induced	Total
Business Sales	\$82,581	\$55,812	\$138,393
Personal Income	\$25,461	\$17,281	\$42,742
Jobs Supported			
Persons	59	20	78
Annual FTEs	1	0	2
Taxes and Assessments			
Federal			\$9,192
State Total			\$8,169
sales			\$4,068
bed			\$444
other			\$1,384
Local			\$6,717
sales			\$678
bed			\$665
other			\$1,384
Event Return on Investment			
Local Tax and Assessments	\$6,717		
Hosting Costs	\$0		
Net Local Tax ROI	\$6,717		
Net Present Value	\$6,541		
ROI (%)	0%		
Demand Metrics			
Room Nights Sold	224.02		
Peak Room Nights	94.00		
Total Visitor Days	538.54		

Richland County Council Request of Action

Subject

- a. Richland County Conservation Commission/Gills Creek Watershed Assoc./AT&T Foundation
- b. SC Philharmonic, Morihiko Nakahara, Music Director

Richland County Council Request of Action

Subject

- a. 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 real property located in Richland County, and related to Project Cyrus; and other related matters
- b. An Ordinance Authorizing a deed to Cohn & Cohn Investments, LLC, for approximately 4.94 acres of land, constituting a portion of Richland County TMS # 25800-04-01

Richland County Council Request of Action

Subject

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 real property located in Richland County, and related matters [**THIRD READING**] [**PAGES 32-42**]

Notes

First Reading: September 20, 2011

Second Reading: October 4, 2011

Third Reading:

Public Hearing: November 1, 2011

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 REAL PROPERTY LOCATED IN RICHLAND COUNTY; AND RELATED MATTERS.

WHEREAS, to promote the economic welfare of its citizens by providing employment and other benefits, Richland County, South Carolina (“Richland”) and Fairfield County, South Carolina (“Fairfield” and with Richland, “Counties”), are authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”) jointly to develop an industrial or business park in the geographical boundaries of one or more of the member counties;

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;

WHEREAS, to further economic development in the corporate limits of the City of Columbia, South Carolina (“City”), the City desires that the Counties expand the boundaries of the Park to include property located in Richland and described on the attached Exhibit A (“Property”); and

WHEREAS, the City desires to enter into an agreement with Richland relating to the distribution of fees-in-lieu of tax paid on behalf of the Property to the City, a copy of which is attached as Exhibit B (“Intergovernmental Agreement”).

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

Section 1. Pursuant to Section 3a of the Master Agreement, the Master Agreement is amended to include the Property in the Park, the legal description of which is attached as Exhibit A.

Section 2. The Intergovernmental Agreement is approved, and the Chairman, the County Administrator, the Clerk are each authorized and directed to execute and deliver the Intergovernmental Agreement, in substantially the form approved, together with additions, modifications and changes as are both: (a) not materially adverse to the County; and (b) approved, with the advice of counsel, with the approval being evinced by the execution and delivery of the final form of the Intergovernmental Agreement.

Section 3. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to execute and deliver any documents and take any further actions as may be reasonably necessary to further the intent of this Ordinance.

Section 4. If any part of this Ordinance is unenforceable, then the remainder is unaffected.

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

Section 6. This Ordinance is effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2011

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:

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being in Richland County, South Carolina, and being shown and designated as 132.284 acres, more or less, on a boundary survey prepared for Saro Properties, a Partnership, by B.P. Barber and Associates, Inc., dated October 13, 2005, revised on October 25, 2005, and recorded in Plat Book 1115, at page 2282.

This being a portion of the property conveyed to Halifax Properties, LLC by deed of Saro Properties, dated October 28, 2005, and recorded October 31, 2005, in Deed Book 1115, at page 2286.

Richland County Tax Map No. 16200-04-18

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

(“Taxing Districts”) that would otherwise levy tax millage on the properties located in the Richland County portion of the Park, if the properties were not located in the Park;

WHEREAS, Section 3.03(b) of the Park Agreement provides that Richland County may unilaterally amend the distribution of Revenues set forth in Section 3.03(a) of the Park Agreement by passage of an ordinance; and

WHEREAS, pursuant to Section 3.03(b) of the Park Agreement and pursuant to Ordinance No. [], enacted by the County Council on [], 2011, the County has agreed to amend the distribution of Revenues to the Taxing Districts as more particularly set forth in this Agreement, but only with respect to the Revenues paid by or on behalf of properties located on the Property (“Property Revenues”).

NOW, THEREFORE, on the basis of the premises and mutual covenants contained in this Agreement, the sufficiency of which consideration is acknowledged, Richland County and the City agree:

1. City Consent to Inclusion of Property in the Park. At execution and delivery of this Agreement by the City and Richland County, the City affirms its consent to the inclusion of the Property in the Park.

2. Distribution of Property Revenues. Property Revenues shall be annually distributed as follows:

(a) One percent (1%) of the Property Revenues shall be distributed to Fairfield County in accordance with the procedures set forth in the Park Agreement;

(b) Of the remaining ninety-nine percent (99%) of the Property Revenues, Richland County shall distribute to the City not less than its proportionate share of the Property Revenues (calculated based upon the City’s percentage of millage levied on the Property, compared to the total millage levied by all Taxing Districts on the Property in the applicable property tax year). Richland County shall distribute to the City the City’s portion of the Property Revenues as calculated herein in accordance with Richland County’s normal procedure for the distribution of tax revenues of Taxing Districts for which Richland County is responsible for collecting tax revenues. Richland County is entitled to discontinue making the distribution referenced in the previous sentence after the earlier of: (i) the sum of the distributions to the City related to the Property equals \$1,250,000; and (ii) five years from the effective date of this Agreement.

(c) Remaining Property Revenues (after distribution to Fairfield County and to the City, as set forth in Sections 2(a) and 2(b) above, respectively), may be distributed in the manner set forth, from time to time, by ordinance of Richland County.

3. Removal of Property from the Park. Unless requested or consented to by ordinance of the City, Richland County shall not: (a) take any affirmative action to remove the Property from the Park, (b) consent to the removal of the Property from the Park, (c) terminate the Park Agreement; or (d) enact an ordinance or take any other action to provide for a distribution of the City’s portion of the Property Revenues contrary to the methodology set forth in Section 2 of this Agreement.

4. Binding Effect of Agreement. This Agreement serves as a written instrument, which is binding upon the City and Richland County.

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

5. Complete Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the Agreement's subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. This Agreement may only be amended upon the enactment of ordinances by both the City and Richland County, and a written amendment hereto executed by authorized officers of both the City and Richland County.

6. Counterpart Execution. This Agreement may be executed in multiple counterparts.

7. Termination. This Agreement may not be terminated by either party hereto for a period of 30 years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include the Property.

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

Witness:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Attest: _____

Clerk to County Council

Witness:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Steven A. Gantt

Its: City Manager

Attest: _____

City Clerk

EXHIBIT A
MASTER AGREEMENT
GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
DATED AS OF APRIL 15, 2003, AS AMENDED

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being in Richland County, South Carolina, and being shown and designated as 132.284 acres, more or less, on a boundary survey prepared for Saro Properties, a Partnership, by B.P. Barber and Associates, Inc., dated October 13, 2005, revised on October 25, 2005, and recorded in Plat Book 1115, at page 2282.

This being a portion of the property conveyed to Halifax Properties, LLC by deed of Saro Properties, dated October 28, 2005, and recorded October 31, 2005, in Deed Book 1115, at page 2286.

Richland County Tax Map No. 16200-04-18

Richland County Council Request of Action

Subject

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 real property located in Richland County and related to Pure Power Technologies; and other related matters **[THIRD READING] [PAGES 43-46]**

Notes

First Reading: October 18, 2011
Second Reading: November 1, 2011
Third Reading:
Public Hearing:

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 REAL PROPERTY LOCATED IN RICHLAND COUNTY AND RELATED TO PROJECT CYRUS; 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”);

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

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, Richland now desires to expand the boundaries of the Park to include property located in Richland and described on the attached Exhibit A (collectively, “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. 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 3. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 4. Effectiveness. This Ordinance shall be effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2011

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:
Third Reading:

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

(Approximately 2.8658 Acres)

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

Richland County Council Request of Action

Subject

An Ordinance Authorizing a deed to Cohn & Cohn Investments, LLC, for approximately 4.94 acres of land, constituting a portion of Richland County TMS # 25800-04-01 **[THIRD READING] [PAGES 47-48]**

Notes

First Reading: October 18, 2011
Second Reading: November 1, 2011
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____ -11HR

AN ORDINANCE AUTHORIZING A DEED TO COHN & COHN INVESTMENTS, LLC, FOR APPROXIMATELY 4.94 ACRES OF LAND, CONSTITUTING A PORTION OF RICHLAND COUNTY TMS # 25800-04-01.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to COHN & COHN INVESTMENTS, LLC, for certain real property known as a portion of Richland County TMS# 25800-04-01 and consisting of approximately 4.94 acres, as specifically described in the Title To Real Estate, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2011.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2011.

Michelle Onley
Assistant Clerk of Council

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

Richland County Council Request of Action

Subject

11-14MA
Ron Johnson
Longcreek Plantation
RU to RS-LD (4.91 Acres)
Longtown Rd. East & Longtown Rd. West
20500-05-02 **[THIRD READING] [PAGES 49-50]**

Notes

First Reading: October 25, 2011
Second Reading: November 1, 2011
Third Reading:
Public Hearing: October 25, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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 # 20500-05-02 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 property described as TMS # 20500-05-02 from RU (Rural District) zoning to RS-LD (Residential, Single-Family – Low Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2011.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2011.

Michelle M. Onley
Assistant Clerk of Council

First Public Hearing: September 27, 2011
Second Public Hearing: October 25, 2011
First Reading: October 25, 2011
Second Reading: November 1, 2011 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

11-18MA
Adams Northeast AME Church
Kay Hightower
RU to GC (10.62 Acres)
409 Longtown Rd.
17400-05-12/13/14/26 **[THIRD READING] [PAGES 51-52]**

Notes

First Reading: October 25, 2011
Second Reading: November 1, 2011
Third Reading:
Public Hearing: October 25, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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 # 17400-05-12/13/14/26 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 17400-05-12/13/14/26 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2011.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2011.

Michelle M. Onley
Assistant Clerk of Council

Public Hearing: October 25, 2011
First Reading: October 25, 2011
Second Reading: November 1, 2011 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Authorizing the Execution and Delivery of an Amendment to the Fee Agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters **[SECOND READING] [PAGES 53-62]**

Notes

First Reading: November 1, 2011

Second Reading:

Third Reading:

Public Hearing:

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND ARUM COMPOSITES, LLC ITS AFFILIATES AND ASSIGNS, TO PROVIDE FOR A NEW EFFECTIVE DATE AND MILLAGE RATE; AND OTHER MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“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 (i) enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) covenant with such industry to accept certain payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment;

WHEREAS, Arum Composites, LLC a company authorized to do business in the State of South Carolina, along with its affiliates and assigns (collectively, “Company”) entered into a “Fee-in-Lieu of Tax and Incentive Agreement,” dated as of February 1, 2008, a copy of which is attached as Exhibit A (“Fee Agreement”), with respect to the Company’s investment in the County (“Project”);

WHEREAS, the Act requires the Company to place the Project in service no later than December 31, 2011, which is the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (“Commencement Date”);

WHEREAS, the Company does not anticipate commencing the Project until after the Commencement Date and requests the County to amend the Fee Agreement to extend the Commencement Date to December 31, 2014;

WHEREAS, the Act permits the County and the Company to amend the Fee Agreement; and

WHEREAS, in consideration of the extension of the Commencement Date, the Company agrees to amend the Fee Agreement to amend the effective millage rate to be 461.2.

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

Section 1. *Authorization to Execute and Deliver First Amendment to Fee Agreement.* The Chair of County Council, or in the Chair’s absence, the Vice-Chair, is authorized and directed to execute and deliver, and the Clerk to County Council is authorized and directed to attest the same, an amendment to the Fee Agreement (“First Amendment”), which First Amendment (i) extends the Commencement Date until December 14, 2011; and (ii) revises the effective millage rate. The First Amendment is attached to this Ordinance as Exhibit B in substantially final form, with such changes as may be required or deemed appropriate by the Chair, or Vice-Chair in the Chair’s absence, with the advice of counsel.

Section 2. *Further Acts.* The Chair, or the Vice-Chair in the Chair’s absence, and the Clerk to County Council are authorized to execute and deliver such other closing and related instruments, documents, certificates and other papers as are necessary to effect the intent and delivery of the First Amendment.

Section 3. *General Repealer.* The County Council repeals any part of any ordinance or resolution that conflicts with any part of this Ordinance.

Section 4. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chairman of County Council

ATTEST:

Michelle Onley, Clerk to County Council

READINGS:

First Reading: November 1, 2011
Second Reading: November 15, 2011
Public Hearing: December 6, 2011
Third Reading: December 6, 2011

EXHIBIT A
“FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT”
DATED AS OF FEBRUARY 1, 2008

EXHIBIT B
“FIRST AMENDMENT TO THE FEE AGREEMENT”

FIRST AMENDMENT TO THE FEE AGREEMENT

This First Amendment to the Fee Agreement (“First Amendment”) is effective December __, 2011, between Richland County, South Carolina (“County”), a body politic and corporate and political subdivision of the State of South Carolina, and Arum Composites, LLC, a company qualified to do business in the State of South Carolina, its affiliates and assigns (collectively, “Company”).

WHEREAS, each capitalized term not defined in this First Amendment has the meaning as provided in the “Fee-in-Lieu of Tax and Incentive Agreement,” dated as of February 1, 2008, a copy of which is attached as Exhibit A (“Fee Agreement”), and if not provided in the Fee Agreement, as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (“Act”), and terms not otherwise defined herein shall have the meanings assigned to them in the Fee Agreement;

WHEREAS, the Act requires the Company to place Economic Development Property in service not later than the date that must not be later than the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (i.e. no later than December 31, 2011) (“Commencement Date”); and

WHEREAS, the Company does not anticipate commencing the Project until after December 31, 2011;

WHEREAS, the County and the Company now desire to amend the Fee Agreement to extend the Commencement Date to December 31, 2014 and make any conforming changes necessary to the Fee Agreement;

WHEREAS, by the County’s Ordinance No. [], enacted December __, 2011, the County authorized the execution and delivery of this First Amendment; and

WHEREAS, the County and the Company now desire to enter this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt of which the County and Company each acknowledge, the County and the Company agree as follows:

1. Fee Agreement Amendments. The County and the Company amend the Fee Amendment as follows:

(a) *Effective Date*. The effective date of the Fee Agreement shall be the date of the First Amendment.

(b) *Effective Millage Rate*. Section 5.01(b)(ii)(2) is hereby amended to provide for a fixed millage rate of 461.2 to be applicable for the duration of the Fee Agreement.

2. Remainder of Fee Agreement. Except as described in this First Amendment’s Section 1, the Fee Agreement remains unchanged and in full force.

3. Severability. If any provision of this First Amendment 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.

4. Counterparts. This First Amendment 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.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chairman of County Council

ATTEST:

Michelle Onley, Clerk to County Council

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

Arum Composites, LLC

BY:
ITS:

EXHIBIT A
“FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT”
DATED AS OF FEBRUARY 1, 2008

Richland County Council Request of Action

Subject

Hospitality Tax County Promotions Grant Program Changes [**PAGES 63-68**]

Notes

October 25, 2011 - The committee recommended that Council approve the recommendations presented by the Hospitality Tax Committee; however, in line with the County Attorney's recommendation and in order to make the organizations more accountable for funds that are not spent consistently with State law, Council should require each organization that accepts H-Tax funding to enter into an agreement that incorporates the guidelines and State law. In addition, the agreement would include various remedies that the County may pursue if the funds are not spent appropriately. If Council also concurs, staff will develop such an agreement for all future H-Tax awards. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Hospitality Tax County Promotions Grant Program Changes

A. Purpose

County Council is requested to approve the following recommendations to the Hospitality Tax County Promotions grant program. These recommendations were made by the Hospitality Tax Committee.

B. Background / Discussion

The following motion was made by Council member Malinowski at the June 7, 2011 Council Meeting:

There are many issues with the Hospitality Tax use with the current program Richland County has in place. Based on that fact, I move that the Hospitality Tax Committee and Richland County Council review this grant program so that it can be re-vamped with an emphasis on funding projects and programs that bring in true tourists, not community events that pull the majority of their attendees from Richland County residents.

On September 8, 2011, the Hospitality Tax Committee met along with Council members Malinowski and Kennedy to discuss this motion and the state of the Hospitality Tax Grant program. The recommendations were made in an effort to strengthen the program, increase accountability and stretch the dollars received so that organizations use Hospitality Tax grant funds for tourism purposes.

1. Reduce Out of Cycle Funding Requests - Funding organizations that do not go through the grant process is not fair to the organizations that put in the time and effort to apply each cycle. Many organizations do not receive funding because there are not enough funds to go around in the Round 1 grant cycle.

- a) No applications/requests will be reviewed between grant periods – Mrs. Kennedy will present a Friendly Amendment to the rule that was voted on in May 2011 stemming from the motion made by Mrs. Kennedy and Mr. Jeter regarding late and incomplete applications.
- b) County Council continue to be allotted discretionary H-Tax funds during the budget process that can be used during the year for special funding requests that come up outside of the grant process. In FY 12, this amount was \$25,000. Organizations receiving these funds must be eligible H-Tax organizations, submit a budget and submit a marketing plan that demonstrates how their program/project will draw tourists into the County. Organizations receiving these funds cannot be H-Tax grantees coming back to the table for additional funding in the same fiscal year.

2. Request Additional Information to Determine Tourism Impact, Health of Organization and Capacity of the Organization – The following questions will be added to the H-Tax application and final report forms. Staff will edit application and guidelines to streamline information so that it is not too overwhelming for applicants. The Committee stressed that they do not want to discourage organizations from applying for funds. All adopted changes will be incorporated in to mandatory grant workshops that will be held in January 2012.

- a) *Indicate how you will use income generated from this program, if any?*
- b) *How does your project impact Richland County as a whole as well as the community where the program will take place?*
- c) *Provide program income and expense totals for the past two years for the program/project in which you are requesting H-Tax funds. If the event is new, please provide evidence of success for similar programs or projects.*

3. Maximize the Amount of County Promotion Funds - County Promotion Funds are very competitive. Below are recommendations for ways to stretch these funds so that they are used to promote true tourism.

- a) Establish **one** application deadline per year like the A-Tax and Discretionary grant programs. For FY12, the County received 40 applications in Round 1 and 9 applications in Round 2. Three of the FY12 Round 2 applications were pushed there from Round 1 due to lack of funding. Organizations receive an unfair advantage for funding in Round 2. The committee has to estimate Round 2 funding from the Round 1 budget amount without knowing how many applications to expect.
- b) Restrict applications to events and programs that take place only in areas where Richland County collects H-Tax (unincorporated areas, Eastover, and Richland portion of Irmo) as well as regional marketing

organizations. Edit grant guidelines to read that *Richland County no longer funds projects that take place in areas where Richland County does not collect Hospitality taxes because the City of Columbia and other municipalities with their own Hospitality Tax benefit from the tourism dollars generated, not the County.* Unless the municipalities wish to give the County a portion of their H-Tax revenue, County H-Tax funds should not be allocated in areas that do not give the County a return on investment. Organizations conducting projects outside of the City limits are not allowed to apply for City of Columbia H-Tax funds. This recommendation will require a change to the H-Tax Ordinance Chapter 23, section 69 (a)(4). Regional marketing organizations such as the Columbia Convention and Visitors Bureau and Lake Murray Capital City Tourism would be eligible for H-Tax dollars as they market entire regions for tourism promotion.

- c) Determine a maximum percentage given to any group making recommendations fair. Percentages will be based on the scores each valid application receives in the evaluation process.
- d) All applicants should be required to provide 50% match in cash or in-kind products/services for their project. Organizations need to show that they are not 100% reliant on County funds.
- e) Restrict the types of eligible expense allowed. By restricting expense types, there will be more money to go around. In the past, the County has allowed marketing as well as event operating expenses. The purpose of the H-Tax program is to draw tourists. According to SC State Law, Section 6-1-730, uses of Hospitality Tax revenue must be used exclusively for the following purposes:
 - (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
 - (2) tourism-related cultural, recreational, or historic facilities;
 - (3) beach access and re-nourishment;
 - (4) highways, roads, streets, and bridges providing access to tourist destinations;
 - (5) advertisements and promotions related to tourism development; or
 - (6) water and sewer infrastructure to serve tourism-related demand.

In a county in which at least nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, the revenues of the hospitality tax authorized in this article may be used for the operation and maintenance of those items provided in (A)(1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

Over the years, expenses have become too program-heavy. The Committee recommends that at least 70% of marketing expenses must be paid to advertise outside of the County and that entertainment is no more than 50% of the total requested amount of the grant. It is recommended that the following language is added to the grant guidelines:

*Expenditures must be consistent with the application budget. Only goods and services that comply with the Hospitality Tax Guidelines and State Law are reimbursable. Project or event vendors will not be paid directly by Richland County. **Eligible expenditures are:***

- Advertising/Promotions/Marketing (including designing, printing, postage for items mailed to attract tourist)
- Security/Emergency Services
- Entertainment/Speakers/Guest Artist Instructor

***Some of the expenditures not eligible are:** Rent or venue fees, items given to tourists once they are here (tee shirts, cups, trophies...etc.), insurance or licenses, invoices outside the funding year, salaries (other than previously mentioned), transportation or accommodations, food or beverages, decorations, staging or fencing.*

4. Strengthen Measures to Ensure that Organizations are Held Responsible for Spending County Tax Funds -

To ensure that County funds are used appropriately, especially since Richland County allocates funds “up-front” and not on a reimbursement basis, it is recommended that the following statement should be added to the guidelines and award letter. Penalties for organizations that do not follow the rules should be created and approved by Legal and County Council. Staff audits all grant paperwork to ensure compliance. The suggested language below adds compliance measures to the application ensuring that the applicant understands rules and regulations for accepting County funds before they are awarded an allocation.

a) *Use of funds for expenses not included in the grant application will require the grantee to re-pay the County for any non-identified expense. If approved expenses are less than the funds received, the grantee must reimburse the County upon receipt of a County invoice for the difference.*

b) Add a Statement of Assurances to the H-Tax application:

Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition. The funding recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves and others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by Richland County upon request. No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Hospitality Tax funds. Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin. None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change and/or variation must be reported immediately, otherwise, funding may be withheld.

5. Edit the Scoring Matrix – Updating the matrix used to score applications will help the H-Tax Committee prepare stronger recommendations for tourism projects and help lessen community based events. The recommended evaluation criteria is attached.

a) Reallocate point maximums to reflect the County’s priorities (impact on tourism)

b) Incorporate items such as budget, hospitality business partnerships, number of tourists expected vs. the amount requested and marketing plan into the matrix to help measure the application’s tourism impact and anticipated use of County funds.

C. Financial Impact

There is no financial impact associated with this request.

D. Alternatives

1. Approve the recommendations presented by the Hospitality Tax Committee.
2. Do not approve the recommendations.

E. Recommendation

It is recommended that Council approve the motions presented by the Hospitality Tax Committee.

Recommended by: Hospitality Tax Committee Date: 10/3/11

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 10/19/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 10/19/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (*please explain if checked*)

Comments regarding recommendation: However, in order to make the organizations more accountable for funds that are not spent consistently with the guidelines and state law, I would recommend that the Council require each organization that accepts H – Tax funding to enter into an agreement that incorporates the guidelines and state law. In addition, the agreement would include various remedies that the county may pursue if the funds are not spent appropriately. Each organization as a condition of receiving the funding would be required to enter into such an agreement.

Administration

Reviewed by: Tony McDonald

Date: 10/20/11

Recommend Council approval

Recommend Council denial

Council Discretion (*please explain if checked*)

Comments regarding recommendation: Concur with the County Attorney’s recommendation that an agreement should accompany all H-Tax awards. If the Council also concurs, staff will develop such an agreement for all future H-Tax awards.

Hospitality Tax County Promotions Evaluation Criteria

Project Design and Benefit to Community:

55 points maximum

Benefit to Tourism (20) - Does the project promote tourism in the areas of the County in which Richland County H-Taxes are collected? Will it promote a positive image for the County? Will it attract visitors, build new audiences and encourage tourism expansion in the areas of the County in which Richland County H-Taxes are collected? Will it increase awareness of the County's amenities, history, facilities, and natural environment in the areas of the County in which Richland County H-Taxes are collected?

Reliable Tracking Mechanism and Marketing Plan (15) – How will visitors and tourists would be tracked? (Surveys, License Plates, etc.) Are these methods viable? Does the marketing plan describe how the organization will reach tourists? Are at least 70% of the ads or other marketing expenses targeted outside the Columbia/Richland County area? Is the expected number of tourists in line with the organization's marketing plan?

Benefit to Community (10) - How will this project benefit the citizens of Richland County? Will the project benefit unincorporated Richland County? Who will attend the event? How many visitors will the event serve? A visitor is defined by someone who travels at least 50 miles to attend the event.

Community Support and Partnerships (10) - Does the project have broad-based community appeal or support? What is the evidence of need for this project in the County? What kind and degree of partnership does the project exhibit? Does it exhibit volunteer involvement or inter-jurisdictional, corporate, business, and/or civic support?

Economic Impact and Accountability

45 points maximum

Budget (5) – Are all expenses that are to be paid with H-Tax funds eligible expenses? Did the budget and justification provide enough detail to show how funds will be spent? Does the applicant provide 50% in cash or in-kind match?

Expected H-Tax Revenue Generated (15) - 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? Will this program drive business to those businesses that pay collect and remit Richland County H-Tax in the unincorporated areas of the County as well as Eastover and Richland portions of Irmo?

Reasonable Cost/Benefit Ratio (15) - 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?

Management Capability (10) - 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 County Hospitality Tax funding previously, was the project successful?

All language in yellow is new. The Committee recommended that the Thoroughness of Proposal points be allocated elsewhere because no incomplete or late applications will be evaluated.

The current FY12 evaluation matrix point allocations are below.

<i>Thoroughness of Proposal</i>	<i>5</i>
<i>Benefit to Tourism</i>	<i>15</i>
<i>Benefit to Community</i>	<i>10</i>
<i>Innovation</i>	<i>10</i>
<i>Community Support</i>	<i>10</i>
<i>Evidence of Partnership</i>	<i>10</i>
<i>Management Capability</i>	<i>10</i>
<i>Reliable Tracking Mechanism</i>	<i>10</i>
<i>Expected Revenue Generated</i>	<i>10</i>
<i>Reasonable Cost/Benefit Ratio</i>	<i>10</i>

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; Section 26-224, Division of Real Property to Heirs of a Decedent; so as to exempt certain subdivisions from road construction requirements when property is being transferred to immediate family members or by will or intestate succession or forced division decreed by appropriate judicial authority **[PAGES 69-73]**

Notes

First Reading: October 25, 2011

Second Reading: November 1, 2011

Third Reading:

Public Hearing: October 25, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE X, SUBDIVISION REGULATIONS; SECTION 26-224, DIVISION OF REAL PROPERTY TO HEIRS OF A DECEDENT; SO AS TO EXEMPT CERTAIN SUBDIVISIONS FROM ROAD CONSTRUCTION REQUIREMENTS WHEN PROPERTY IS BEING TRANSFERRED TO IMMEDIATE FAMILY MEMBERS OR BY WILL OR INTESTATE SUCCESSION OR FORCED DIVISION DECREED BY APPROPRIATE JUDICIAL AUTHORITY.

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 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; so as to include a definition for “Immediate Family”, as follows:

Family, immediate. A spouse, parents and grandparents, children and grand children, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted, half, and step members are also included in this definition.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article X, Subdivision Regulations; Section 26-224, Division of Real Property to Heirs of a Decedent; Subsection; is hereby amended to read as follows:

~~Sec. 26-224. Division of real property to heirs of a decedent.~~

- ~~(a) — Purpose. Real property held by a deceased person is frequently devised to other family members, and a probate estate is opened. Probate judges will oversee the division of all property of the deceased, including real property. However, probate judges sometimes see the heirs’ difficulty in transferring real property of the deceased due to the county’s land development regulations, especially as they apply to subdivisions and the need to construct paved roads and install sidewalks. The purpose of this section is to ease the burden of Richland County citizens and to reduce the expenses that heirs may be required to expend in settling the deceased’s estate. It also provides a means for real property to be subdivided and transferred to heirs of deceased property owners.~~
- ~~(b) — Applicability. The provisions of this section shall apply to all zoning districts.~~
- ~~(c) — Special requirements for private road subdivisions.~~
- ~~(1) — Review. Subdivision of heir property is subject to the minor subdivision review procedure found at Sec. 26-54(c)(2). All Planning Department~~

Amended

~~subdivision plan review fees shall be waived; provided, however, all fees charged by DHEC (and collected by the Richland County Public Works Department) shall be paid by the applicant.~~

- ~~(2) — *Roads.* Roads in subdivisions of heir property shall be exempt from the road paving requirements of Sec. 26-181 of this chapter, but shall not be exempt from any other road design requirement. Roads in subdivisions of heir property shall not be eligible or accepted for county maintenance, which is otherwise provided pursuant to Section 21-5 of the Richland County Code of Ordinances, until they meet the road construction standards provided in Chapter 21 of the Richland County Code. The roadway shall have a minimum right of way width of sixty six (66) feet and minimum twenty (20) foot wide passable surface, which meets the standards established and set forth by the county engineer. The subdivision documents shall include a conspicuous statement stating that improvements to the roadway without the approval of the county engineer are prohibited.~~
- ~~(3) — *Sidewalks.* Subdivisions of heir property shall be exempt from the sidewalk requirements of Sec. 26-179 of this chapter.~~
- ~~(4) — *Size of lots.* Any and all lots created in a subdivision of heir property shall conform to the zoning district's requirements.~~
- ~~(5) — *Number of dwelling units.* Only one (1) dwelling unit shall be permitted on each lot.~~
- ~~(6) — *E-911 requirements.* The road, and each lot, shall conform to the county's E-911 system addressing and posting requirements.~~
- ~~(d) — *Legal documents required.* An applicant for a subdivision of heir property shall submit:
 - ~~(1) — A copy of the certificate of appointment from the probate court.~~
 - ~~(2) — A copy of the probate court's order that divides the property amongst the heirs, if there is one.~~
 - ~~(3) — A copy of the will, if there is one.~~
 - ~~(4) — The necessary legal documents that:
 - ~~a. — Clearly provide permanent access to each lot.~~
 - ~~b. — State that the county shall not be responsible for either construction or routine (i.e. recurring) maintenance of the private road.~~~~~~

Amended

~~e. — Clearly state that the parcels created by this process shall not be divided again, except in full compliance with all regulations in effect at the time.~~

~~(5) — A “Hold Harmless Agreement” as to Richland County.~~

~~All legal documents shall be provided in a form acceptable to the county legal department.~~

Sec. 26-224. Certain subdivisions exempt from road standards.

The planning director, or his/her designee, may exempt subdivisions from the road construction requirements of Sec. 26-181 of this chapter only if the property is being transferred to the owners’ immediate family members or is being transferred by will or intestate succession or forced division decreed by appropriate judicial authority. The subdivider must submit legal documentation satisfactory to the planning director, or his/her designee, in order to establish eligibility for this exemption. In addition, the subdivider must submit a “Hold Harmless Agreement” as to Richland County. This exemption shall apply only to initial division of property, not to subsequent sale or further subdivision by the heirs, devisees, or transferees. Plats of subdivisions so exempted shall show an ingress/egress easement providing access to all parcels, and shall contain the following information:

(a) Names of owners of each parcel being created; and

(b) Purpose of the subdivision; and

(c) A note stating that “ROAD ACCESS NOT PROVIDED”; and

(d) A note stating “THESE LOTS/PARCELS MAY NOT BE FURTHER SUBDIVIDED UNTIL ROAD ACCESS IS PROVIDED AND A REVISED PLAT IS APPROVED BY RICHLAND COUNTY”.

(e) Should the planning director, or his/her designee, exempt a proposed subdivision from the construction of the private roadway, the property shall also be exempt from delineation of jurisdictional and non-jurisdictional wetlands (for purposes of approving the plat for recordation only; this section shall not supersede any state and/or federal requirement for construction in, around or through a jurisdictional wetland or flood zone). In the situation that a property owner requests exemption from road construction as outlined in this section, the property owner shall sign a statement that he/she understands that the proposed subdivision of land shall not be exempted from any other minimum standard set forth in this Chapter, including any and all review fees, minimum lot size, etc.

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.

Amended

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2011.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Attest this the _____ day of
_____, 2011

Michelle M. Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 25, 2011
First Reading: October 25, 2011
Second Reading: November 1, 2011
Third Reading: November 15, 2011 (tentative)

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds; Subsection (a)(4); so as to increase the amount of funding dedicated to organizations and projects that generate tourism in those areas where Richland County collects Hospitality Taxes
[PAGES 74-76]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SECTION 23-69, DISTRIBUTION OF FUNDS; SUBSECTION (a)(4); SO AS TO INCREASE THE AMOUNT OF FUNDING DEDICATED TO ORGANIZATIONS AND PROJECTS THAT GENERATE TOURISM IN THOSE AREAS WHERE RICHLAND COUNTY COLLECTS HOSPITALITY TAXES.

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 Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds; Subsection (a) (4) is hereby amended to read as follows:

- (4) For the amounts distributed under the County Promotions program, funds will be distributed with a goal of ~~seventy-five~~ one hundred percent (~~75~~100%) dedicated to organizations and projects that generate tourism in the unincorporated areas of Richland County and in municipal areas where Hospitality Tax revenues are collected by the county. These shall include:
- a. Organizations that are physically located in the areas where the county collects Hospitality tax Revenues, provided the organization also sponsors projects or events within those areas;
 - b. Organizations that are not physically located in the areas where the county collects Hospitality Tax Revenues; however, the organization sponsors projects or events within those areas; and
 - c. Regional marketing organizations whose primary mission is to bring tourists to the region, including the areas where the county collects Hospitality Tax revenues.

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 _____, 2011.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2011

Michelle M. Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 15, 2011 (tentative)
Second Reading: December 6, 2011 (tentative)
Public Hearing: December 13, 2011 (tentative)
Third Reading: December 13, 2011 (tentative)

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-332, Boards, Commissions and Committees Created; Subsection (Q), Internal Audit Committee; so as to add members thereto **[PAGES 77-79]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____ -11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE VII, BOARDS, COMMISSIONS AND COMMITTEES; SECTION 2-332, BOARDS, COMMISSIONS AND COMMITTEES CREATED; SUBSECTION (Q), INTERNAL AUDIT COMMITTEE; SO AS TO ADD MEMBERS THERETO.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-332, Boards, commissions and committees created; Subsection (q), Internal Audit Committee; is hereby amended to read as follows:

(q) *Internal Audit Committee.*

- (1) *Creation.* There is hereby established an Internal Audit Committee which shall have the structure, organization, composition, purposes, powers, duties, and functions established below.
- (2) *Membership; terms.* The Internal Audit Committee shall be comprised of ~~three~~ five members of Council (the Council Chair, the A&F Committee Chair, ~~and~~ the D&S Committee Chair, the Economic Development Committee Chair, and the Rules and Appointments Committee Chair), two citizens appointed by a majority vote of the Council at large, and an employee appointed by the County Administrator. The citizens' and the employee's terms shall be one year in length, with up to three term renewals permitted. The Council members' terms shall be for as long as they serve in the capacity of Council Chair or Committee Chair.
- (3) *Duties and responsibilities.*
 - (a) The Internal Audit Committee shall develop with the Internal Auditor, for recommendation to the full Council for approval by majority vote, an audit schedule (which shall include areas to be reviewed, their priority and the timelines for completion), audit progress, audit follow- up, and special needs; and shall work to assure maximum coordination between the work of the Internal Auditor and the needs of the chief executive officer, the legislative body, and any other contractually hired auditors, as necessary or appropriate.
 - (b) The Internal Audit Committee shall review, for recommendation to Council for approval by majority vote, all areas of County operations for which County funds are levied, collected, expended, or otherwise used. This includes departments or offices reporting to the County Administrator, departments or offices headed by elected or appointed officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving grant monies from County funds, and any other organization receiving any type of funding for any purpose from the County.

(c) The Internal Audit Committee shall oversee the responsibilities of the Internal Auditor, as stated in the negotiated contract with the Internal Auditor.

(d) The Internal Audit Committee shall present to the full Council a written report regarding each audit conducted by the Internal Auditor following the Internal Auditor's report to the Internal Audit Committee for each audit. Additionally, in conjunction with the budget process, the Internal Audit Committee shall annually present to the full Council a written summary report regarding the audits, progress, findings, and any other appropriate information relating to the internal audits conducted during the past fiscal year following the Internal Auditor's summary report to the Internal Audit Committee.

(e) The Internal Audit Committee shall annually review the Internal Auditor and anyone else working in such a capacity for adherence to government auditing standards in conducting its work to ensure quality service and independence as defined by those standards. (These are the federal Government Accounting Office's "Yellow Book" standards). A subsequent report of the Committee's findings shall be presented to Council for their information.

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

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

SECTION IV. Effective Date. All sections of this ordinance shall be effective from and after _____.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2011.

Michelle Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

- a. Governmental Affairs Representative Services Contract Renewal **[PAGES 81-82]**
- b. A Resolution Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and FedEx Ground Package System, Inc., acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County; (2) the benefits of a multi-county industrial or business park to be made available to the Company; and (3) other matters relating thereto **[PAGES 83-86]**
- c. An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and FedEx Ground Package System, Inc., acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County (the "Project"); (2) the County to covenant in such agreement to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Project; (3) the benefits of a multi-county park to be made available to the Company and the Project; and (4) other matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 87]**
- d. Inducement Resolution for Bottling Group, LLC **[PAGES 88-90]**
- e. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Bottling Group, LLC and matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 91]**
- f. Inducement Agreement for Spirax Sarco, Inc. **[PAGES 92-98]**
- g. A Resolution Authorizing the execution and delivery of an inducement agreement by and between Richland County, South Carolina, and Spirax Sarco, Inc. whereby, under certain conditions, Richland County will execute an amended fee in lieu of tax agreement for a project involving not less than ten million dollars (\$10,000,000) investment **[PAGES 99-101]**
- h. An Ordinance Authorizing the execution and delivery of an amended fee in lieu of tax agreement between Richland County, South Carolina, and Spirax Sarco, Inc.; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes **[FIRST READING BY TITLE ONLY] [PAGE 102]**
- i. A Resolution Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and Westinghouse Electric Company LLC, acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County; (2) the benefits of a fee in lieu of tax arrangement, special source credits and multi-county industrial or business park designation to be made available to the Company; and (3) other matters relating thereto **[PAGES 103-106]**
- j. An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement between Richland County, South Carolina (the "County") and Westinghouse Electric Company LLC, acting for itself and for one or more affiliates or other project sponsors (the "Company"), in connection with the establishment of certain facilities in the County (the "Project"); (2) the County to covenant in such agreement to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Project ("FILOT Payments"); (3) the Company to claim certain special source credits against such FILOT Payments; (4) the benefits of a multi-county park to be made available to the Company and the Project; and (5) other matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 107]**
- k. Identifying an Economic Development Project to be located in Richland County, South Carolina; authorizing a fee agreement between Project Rocky and Richland County, South Carolina to induce Project Rocky to expand its existing manufacturing facility in Richland County; and other related matters **[PAGES 108-109]**
- l. Authorizing the execution and delivery of a fee agreement by and between Richland County, South Carolina and [Project Rocky], as sponsor, to provide for fee-in-lieu of ad valorem taxes and other incentives; authorizing the grant of special source revenue credits; and other related matters **[FIRST READING BY TITLE ONLY] [PAGE 110]**
- m. An Ordinance Authorizing the execution and delivery of an infrastructure credit agreement by and between Richland County and Koyo Corporation of U.S.A., so as to provide, among other things, special source revenue credits for a project; and to provide for other matters related thereto **[FIRST READING BY TITLE ONLY] [PAGE 111]**
- n. An Ordinance Authorizing the first amendment of that certain fee agreement by and between Richland County, South Carolina and Koyo Corporation of U.S.A., relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, an extension of the investment period to allow for continuing and further investment in the project, and the extension of the term of the project **[FIRST READING BY TITLE ONLY] [PAGE 112]**

SECOND AGREEMENT EXTENSION AND AMENDMENT

Extension and Amendment of Governmental Affairs / Political Representative Services Agreement
Between Richland County Government and Nelson Mullins Riley & Scarborough LLP

WHEREAS, Richland County Government (hereinafter "County") and Nelson Mullins Riley and Scarborough, LLP (hereinafter "Nelson Mullins") entered into the Governmental Affairs / Political Representative Services Agreement (hereinafter "Agreement") dated the 1st day of January 2010; and

WHEREAS, the County and Nelson Mullins extended the term of the Agreement by the Agreement Extension (hereinafter "Extension") with the effective date of December 1, 2010; and

WHEREAS, the parties desire to modify and extend said Agreement and Extension;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties, on this _____ day of _____, 2011, agree as follows:

1. The term of the Agreement is hereby extended until December 31, 2012.
2. The Agreement is further amended to include the following language:

Policy on Conflicts of Interest:

Nelson Mullins shall abide by the following Conflicts of Interest Policy ("Policy"). The Policy shall apply to officers, employees and agents of Nelson Mullins registered as lobbyists for Richland County pursuant to SC Code Title 2 Chapter 17 (each a "Nelson Mullins Lobbyist").

A. Nelson Mullins Lobbyists shall not lobby County staff or County Council on behalf of any client seeking a particular administrative decision of County staff or vote of County Council; and

B. A Nelson Mullins Lobbyist shall not undertake to provide information on behalf of any client to any member of the County's staff or any County elected official in pursuit of a particular administrative decision or vote of County Council.

In each case, however, Nelson Mullins Lobbyists may undertake the representation of a client seeking a particular administrative decision of the County's staff or vote of County Council upon receipt of the written consent of the County. The rules set forth in the Policy shall apply to Nelson Mullins Lobbyists in addition to any applicable State law or rules of professional conduct.

3. In all other respects, the Agreement shall remain in full force and effect.
4. This Second Agreement Extension and Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

5. This Second Agreement Extension and Amendment and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

NELSON MULLINS

RICHLAND COUNTY GOVERNMENT

By: _____
Authorized Signature

By: _____
Authorized Signature

Print / Type Name

Rodolfo A. Callwood

Print / Type Name

Title

Director/Contracting Officer

Title

**RICHLAND COUNTY
RESOLUTION**

A RESOLUTION AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND FEDEX GROUND PACKAGE SYSTEM, INC., ACTING FOR ITSELF AND FOR ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES IN THE COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY; AND (3) OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 of the Code (the "FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act") (the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic 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; (ii) to covenant with such investors to accept certain negotiated fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, FedEx Ground Package System, Inc., a corporation organized and existing under the laws of the State of Delaware, acting for itself and for one or more affiliates or other project sponsors, (the "Company") proposes to establish certain distribution and related facilities in the County (the "Project"); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, the Project will generate in the aggregate at least \$11,000,000 of investment in the County within the five-year investment period described in the first sentence of Section 12-44-30(13) of the FILOT Act and as calculated therein; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the jobs created or retained, or caused to be created or retained, and the investment made, or caused to be made, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the incentives set forth herein, all of

which shall be set forth in greater detail and further documented in a Fee in Lieu of Tax and Incentive Agreement (the “Incentive Agreement”) to be entered into by the County and the Company.

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. In accordance with Section 12-44-40(I) of the FILOT Act, the County makes the following findings and determinations:

- (a) The Project will constitute a “project” within the meaning of the FILOT Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the FILOT Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
- (e) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (f) The benefits of the Project to the County are greater than the costs to the County.

Section 2. The County hereby agrees to enter into the Incentive Agreement whereby, under certain conditions, the County will agree to accept certain negotiated FILOT payments with respect to the Project, which Incentive Agreement shall constitute a fee agreement pursuant to the FILOT Act and shall recite certain commitments of the Company and the County in connection therewith.

Section 3. The County will insure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution on terms which provide, for all jobs created at the Project during the investment period to be specified in the Incentive Agreement, including any extension thereof, any additional jobs creation tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 4. The provisions, terms, and conditions of the Incentive Agreement shall be subject to approval by subsequent Ordinance of the Council. The Incentive Agreement is to be in substantially the form customarily used by the County for similar transactions with such changes therein as shall be approved by said Ordinance.

Section 5. The Chair of the Council, or the Vice Chair of the Council in the event the Chair is absent, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to this Resolution.

Section 6. The execution and delivery of the Incentive Agreement is subject to adoption by the Council of an ordinance authorizing the same and, in conjunction therewith, compliance with the provisions of the Home Rule Act regarding the procedural requirements for enacting ordinances.

Section 7. 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 upon adoption by the Council.

[End of Resolution]

Done in meeting duly assembled November 1, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chair, County Council
Richland County, South Carolina

[SEAL]

Attest:

By: _____
Michelle M. Onley , Clerk to County Council
Richland County, South Carolina

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND FEDEX GROUND PACKAGE SYSTEM, INC., ACTING FOR ITSELF AND FOR ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT"); (2) THE COUNTY TO COVENANT IN SUCH AGREEMENT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO THE PROJECT; (3) THE BENEFITS OF A MULTI-COUNTY PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

INDUCEMENT RESOLUTION

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (the “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 (the “FILOT Statute”), to enter into agreements with any industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through which powers the development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and 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 recruiting an investment in the County by Bottling Group, LLC (the “Company”), in the form of new and/or additional manufacturing, distribution, testing, research, development, office, headquarters and/or operational facilities in the County (the “Project”);

WHEREAS, the County, in order to induce the Company to locate the Project in the County, has committed to the Company that the County will enter into a fee-in-lieu of taxes (“FILOT”) agreement;

WHEREAS, the Company has committed to the County that the Project will represent an investment of approximately \$10 million in taxable property in the County (without regard to whether some or all of the investment is included in a FILOT arrangement);

WHEREAS, the County has determined and found after considering all relevant factors and criteria as prescribed by law (with assistance, to the extent needed, from the South Carolina Department of Revenue and/or Board of Economic Advisors) that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and that the Project gives rise to no pecuniary liability of the County or any 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, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes; 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 FILOT Statute and that the Project would serve the purposes of the FILOT Statute.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Council that:

1. If the Company locates the Project in the County, the County, upon request by the Company, and only after the adoption of an authorizing ordinance by the Council, hereby agrees to enter into an agreement under the FILOT Statute, the terms of which shall be mutually agreeable to the Company and the County, that will provide the Company with certain benefits allowed pursuant to a FILOT agreement for twenty years for each component placed in service during the standard "Investment Period" and "Exemption Period" (as those terms are defined in the FILOT Statute), the calculation of the fee on the basis of an assessment ratio of 8%, and a millage rate of 489.3.
2. The County Administrator and the County Economic Developer are hereby directed to negotiate the remaining terms of the FILOT agreement and to provide the Company with the most favorable provisions allowable under the FILOT Statute with respect to the disposal and replacement of personal property.
3. The County Administrator and the County Economic Developer are hereby directed to negotiate the appropriate agreements and other documents under the FILOT Statute to implement the provisions of this Resolution and such other provisions as the parties may agree to be consistent with this Resolution and with the FILOT Statute.
4. This Resolution shall constitute action reflecting and identifying the Project for purposes of the FILOT Statute with respect to the Company.

APPROVED AND ADOPTED IN A MEETING THIS ____ DAY OF _____,
 2011.

By: _____
 Chairman, Richland County Council

By: _____
 Richland County Administrator

ATTEST:

 Clerk to Council

~#4826-7363-8925 v.1 ~

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND BOTTLING GROUP, LLC AND MATTERS RELATING THERETO.

INDUCEMENT AGREEMENT

THIS INDUCEMENT 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 Spirax Sarco, Inc. (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 desires that the County (i) extend its right to invest in that certain fee agreement (the "Fee Agreement") dated as of February 3, 2009, wherein the Company agreed to invest not less than Fifteen Million Dollars (\$15,000,000) by the maximum five (5) year period permitted pursuant to Section 12-44-30(13) of the Act by amending 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 Company is considering the expansion of its site, buildings and facilities to be used for manufacturing of and production of steam generation equipment (the "Project") in the County. The expansion Project will involve an investment of at least an additional Ten Million Dollars (\$10,000,000) in the Amended Fee Agreement.
- (e) The Company is expanding its site by the purchase and acquisition of an additional building and property and desires that the County add the site location to the Amended Fee Agreement.
- (f) 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.

(g) The adoption of ordinances, procedures for the provision of the Amended Fee Agreement to the Company, and the terms of the Amended 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 purchased, acquired, constructed and installed by the Company on the sites now owned or the additional site being acquired by the Company and will involve an additional taxable capital expenditure of \$10,000,000. The Amended Fee Agreement will contain suitable provisions for the addition of the new site and building and the acquisition and construction of the project by the Company at the completion or earlier termination of the Amended Fee Agreement.

Section 2.2. The Amended 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 Amended 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 Amended Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Amended Fee Agreement will be twenty (20) years from each year of investment permitted under the Amended Fee Agreement.

(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 Amended 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 Amended Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Amended 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 Amended Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. The terms of the payment of the fee in lieu of tax shall remain unchanged from the Fee Agreement except for the extension of time to invest provided in Section 1.1(b) herein.

(f) The Amended Fee Agreement shall continue 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 Amended Fee Agreement, for each of the first five (5) years of payments commencing with the fee in lieu of tax payment made on or before January 15, 2011.

(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 Amended Fee Agreement.

(3) The Company will be allowed to replace personal property subject to

the Amended Fee Agreement to the full extent provided by law. 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 Amended 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 Amended 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 ;
- (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 elected officials, 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 Amended Fee Agreement;
- (f) To invest not less than Ten Million Dollars (\$10,000,000) in the Project by the fifth succeeding year after the year of the execution of the Amended 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, 2011, 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 Amended 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 Amended 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 Amended 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 assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Amended 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: _____
Paul Livingston, Chairman of County Council,
Richland County, South Carolina

ATTEST:

By: _____
Michelle Onley, Clerk to County Council
Richland County, South Carolina

Dated: November 15, 2011

SPIRAX SARCO, INC.

By: _____

Its:

Date: _____, 2011

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND SPIRAX SARCO, INC. WHEREBY, UNDER CERTAIN CONDITIONS, RICHLAND COUNTY WILL EXECUTE AN AMENDED FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN TEN MILLION DOLLARS (\$10,000,000) INVESTMENT

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 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 projects;

WHEREAS, Spirax Sarco, Inc. (the "Company"), has requested the County to participate in executing an Inducement Agreement and an Amended Fee in Lieu of Tax Agreement (the "Amended Fee Agreement"), which includes a special source revenue credit as permitted under Sections 4-1-170, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (the "SSRC Act") pursuant to the Act and the SSRC Act amending that certain Fee Agreement entered into between the Company and the County as of for the purpose of authorizing and of acquiring by purchase or construction of certain building(s), machinery, apparati, 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 (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'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 Amended Fee Agreement (as described in the Act) for expansion of the Project, there is hereby authorized to be executed an Amended Fee Agreement between the County and the Company pertaining to the project involving an additional investment in the principal amount of Ten Million Dollars (\$10,000,000).

Section 2. The County has previously placed the project in a multi-county industrial/business park with Fairfield County.

Section 3. The Amended Fee Agreement shall continue the grant of an Infrastructure Credit in the amount of Twenty percent (20%) of the first five payments in lieu of taxes collected from the Project commencing with the payment made on or before January 15, 2011.

Section 4. The provisions, terms and conditions of the Amended Fee Agreement by and between the County and the Company, and the form, details, and maturity provisions, if any, of the Amended Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 5. 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 6. Prior to the execution of the Amended Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 7. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Amended Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 8. It is the intention of the County Council that this Amended 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 15th day of November, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman of County Council,
Richland County, South Carolina

ATTEST:

By: _____
Michelle Onley, Clerk to County Council
Richland County, South Carolina

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE IN LIEU OF TAX AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND SPIRAX SARCO, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

**RICHLAND COUNTY
RESOLUTION**

A RESOLUTION AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND WESTINGHOUSE ELECTRIC COMPANY LLC, ACTING FOR ITSELF AND FOR ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES IN THE COUNTY; (2) THE BENEFITS OF A FEE IN LIEU OF TAX ARRANGEMENT, SPECIAL SOURCE CREDITS AND MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK DESIGNATION TO BE MADE AVAILABLE TO THE COMPANY; AND (3) OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 of the Code (the "FILOT Act"), Sections 4-1-175 and 4-29-68 of the Code (collectively, the "Special Source Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic 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; (ii) to covenant with such investors to accept certain negotiated fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to a project; (iii) to authorize investors to claim certain special source credits against such FILOT payments ("Special Source Credits"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, Westinghouse Electric Company LLC, a limited liability company organized and existing under the laws of the State of Delaware, acting for itself and for one or more affiliates or other project sponsors, (the "Company") proposes to establish certain manufacturing and related facilities in the County (the "Project"); and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the jobs created or retained, or caused to be created or retained, and the investment made, or caused to be made, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the incentives set forth herein, all of which shall be set forth in greater detail and further documented in a Fee in Lieu of Tax and

Incentive Agreement (the “Incentive Agreement”) to be entered into by the County and the Company.

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. In accordance with Section 12-44-40(I) of the FILOT Act, the County makes the following findings and determinations:

- (a) The Project will constitute a “project” within the meaning of the FILOT Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the FILOT Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
- (e) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (f) The benefits of the Project to the County are greater than the costs to the County.

Section 2. The County hereby agrees to enter into the Incentive Agreement whereby, under certain conditions, the County will agree to accept certain negotiated FILOT payments with respect to the Project, which Incentive Agreement shall constitute a fee agreement pursuant to the FILOT Act and shall recite certain commitments of the Company and the County in connection therewith. The Incentive Agreement shall also authorize certain Special Source Credits to be claimed against the FILOT payments with respect to the Project.

Section 3. The County will insure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution on terms which provide, for all jobs created at the Project during the investment period to be specified in the Incentive Agreement, including any extension thereof, any additional jobs creation tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 4. The provisions, terms, and conditions of the Incentive Agreement shall be subject to approval by subsequent Ordinance of the Council. The Incentive Agreement is to be in substantially the form customarily used by the County for similar transactions with such changes therein as shall be approved by said Ordinance.

Section 5. The Chair of the Council, or the Vice Chair of the Council in the event the Chair is absent, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to this Resolution.

Section 6. The execution and delivery of the Incentive Agreement is subject to adoption by the Council of an ordinance authorizing the same and, in conjunction therewith, compliance with the provisions of the Home Rule Act regarding the procedural requirements for enacting ordinances.

Section 7. 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 upon adoption by the Council.

[End of Resolution]

Done in meeting duly assembled November 15, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chair, County Council
Richland County, South Carolina

[SEAL]

Attest:

By: _____
Michelle Onley, Clerk to County Council
Richland County, South Carolina

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND WESTINGHOUSE ELECTRIC COMPANY LLC, ACTING FOR ITSELF AND FOR ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT"); (2) THE COUNTY TO COVENANT IN SUCH AGREEMENT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO THE PROJECT ("FILOT PAYMENTS"); (3) THE COMPANY TO CLAIM CERTAIN SPECIAL SOURCE CREDITS AGAINST SUCH FILOT PAYMENTS; (4) THE BENEFITS OF A MULTI-COUNTY PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (5) OTHER MATTERS RELATING THERETO.

RESOLUTION

IDENTIFYING AN ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA; AUTHORIZING A FEE AGREEMENT BETWEEN PROJECT ROCKY AND RICHLAND COUNTY, SOUTH CAROLINA TO INDUCE PROJECT ROCKY TO EXPAND ITS EXISTING MANUFACTURING FACILITY IN RICHLAND COUNTY; AND OTHER RELATED MATTERS

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution and Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”), to enter into agreements with industry with respect to projects (as defined in the Act) through which 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 projects;

WHEREAS, Project Rocky, a corporation authorized to conduct business in the County, (“Company”), desires to expand its existing manufacturing facility located in the County (“Project”);

WHEREAS, the Company, pursuant to the Act, desires to execute a new fee agreement for the Project which includes a special source revenue credit (“Fee Agreement”) as permitted under Sections 4-1-170, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, the Fee Agreement would (i) require the Company to make the minimum investment under the Act and (ii) offer certain fee in lieu of tax and other incentives to the Company;

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 real property on which the Company’s will locate the Project is in a multi-county industrial/business park with Fairfield County; 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. Identification of Project. The County identifies the Project as economic development property, which action is intended to satisfy the requirements of the Act.

Section 2. Incentives. The County shall consider granting the Company a fee in lieu of tax arrangement and other incentives, including special source revenue credits.

Section 3. Fee Agreement. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company will be prescribed and authorized by subsequent ordinance of the County Council and shall be consistent with the terms of this Resolution.

Section 4. Procedural Requirements. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting 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 be an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 15th day of November, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman of County Council
Richland County, South Carolina

ATTEST:

By: _____
Michelle Onley, Clerk to County Council
Richland County, South Carolina

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND [PROJECT ROCKY], AS SPONSOR, TO PROVIDE FOR FEE-IN-LIEU OF AD VALOREM TAXES AND OTHER INCENTIVES; AUTHORIZING THE GRANT OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND KOYO CORPORATION OF U.S.A., SO AS TO PROVIDE, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS FOR A PROJECT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND KOYO CORPORATION OF U.S.A., RELATING TO, WITHOUT LIMITATION, THE PAYMENT TO RICHLAND COUNTY OF A FEE IN LIEU OF TAXES, AN EXTENSION OF THE INVESTMENT PERIOD TO ALLOW FOR CONTINUING AND FURTHER INVESTMENT IN THE PROJECT, AND THE EXTENSION OF THE TERM OF THE PROJECT.

Richland County Council Request of Action

Subject

REPORT OF THE FIRE AD HOC COMMITTEE[PAGE 113]

Richland County Council Request of Action

Subject

Community Residential Care Facility in an Unincorporated Area of Richland County: 429 Rockhaven Drive, Columbia, SC 29223 **[PAGES 114-119][NO ACTION REQUIRED]**

Community Residential Care Facility Site Selection Committee

On September 6, 2011, Richland County Council objected to a proposed Community Residential Care Facility located at 429 Rockhaven Drive. Pursuant to State statute 6-29-770, in the event the local governing body objects to a proposed site, a committee made up of a representative of the proposed community care facility, a representative of Richland County, and a third person mutually agreed upon, must be formed to search for an alternative comparable site. The committee has forty-five days to make a final selection of the site by majority vote. This final selection shall be binding on the operator of the community care facility and Richland County. In the event no selection is made by the end of the forty-five day period, the operator shall select the site without further proceedings.

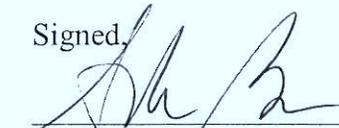
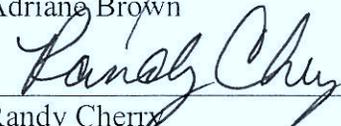
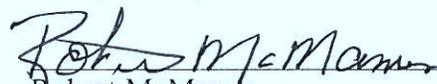
Members of the Committee: Adriane Brown, Operator of the proposed facility
Randy Cherry, Representative of Richland County
Robert McManus, RE/Max Realty

Time period: September 20, 2011 to November 4, 2011

Mission: To search for other residential sites within unincorporated Richland County that would be comparable to the contested site at 429 Rockhaven Drive, and make a decision regarding such alternative sites by majority vote.

We, the members of the Community Residential Care Facility Site Selection Committee, understand our mission as provided in state statute 6-29-770, and will in good faith, and to the best of our abilities, perform the task set before us. We will base our final decision solely upon whether available sites in the unincorporated County are comparable in price, square footage, "curb appeal", exterior type, accessibility to public transportation, and interior layout (includes number of bedrooms, bathrooms and den/living rooms, along with single vs. multiple level) to the 429 Rockhaven Drive property (see attached description of Rockhaven Drive site).

Signed,

	11-1-11
Adriane Brown	Date
	11-1-11
Randy Cherry	Date
	11-1-11
Robert McManus	Date



Robert McManus

Residential

10/4/2011 10:32 A.M.

MLS#: 284700



Status: **Closed**
 Area: 4 Columbia Northeast
 Class: Residential Type: Single Family

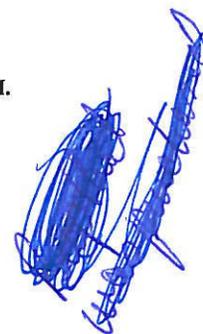
Listing Price: **\$34,900**
 Original Price: **\$46,900**

Address: 429 ROCKHAVEN DRIVE
 Subdivision: FARROWOOD ESTATES
 City: Columbia
 Zip: 29223
 County: Richland
 Parcel ID#: 17212-06-16

Primary:
 Elemen.: Killian
 Intermd:
 Middle: Wright
 High: Blythewood
 District: Richland Two

Heated SF (+/-10%): **1484**
 Bedrooms: 4
 Bathrooms: 1 / 1
 Garage: None
 Spaces / Level: 0 /

Age (Yrs): 31 - 50
 Stories: 1
 Style: Traditional
 Constr: Wood Fiber i.e. Masonite
 # of FP: 0 /



Directions:

FARROW TO HARDSCRABBLE TO 1ST R ON WILLIAM HARDIN. TAKE 1ST L ON FARROWOOD DR. TAKE 1ST L ON ROCKHAVEN DR. HOME ON L.

Rooms	Lvl	Description	Bedrooms	Lvl	Description	Baths	Full / Half
Living Room:	M		Master BR:	M		Basement:	
Family Rm/Den:	M		Bedroom 2:	M		Main:	1 / 1
Great Room:			Bedroom 3:	M		2nd Floor:	
Dining Room:			Bedroom 4:	M		3rd Floor:	
Kitchen:	M		Bedroom 5:			4th Floor:	
FROG/Other:			Wash/Dry:			Frog:	
Basement:	No		Total Bed:	4		Total Baths:	1 / 1

Heating:	Central	Misc:	Foundation:	Crawl Space
Cooling:	Central	Equip:	Lot Location:	
Water:	Well - Public Available	Range:	House Faces:	
Sewer:	Public	Floors:	Handicap:	
Pool:	1	Energy:	Green Constr:	
Fencing:		Exterior:	Road Type:	Paved
Interior:				

Remarks: 4 BEDROOM. 1 AND A HALF BATHS. LIVING ROOM. HARDWOOD FLOORS. SCREEN PORCH. LOADED! ON CUL-DE-SAC. SOLD AS-IS.

Agent Remarks: PRE-APP/PROOF OF FUNDS REQ'D W/ALL OFFERS. SELLER ATTORNEY TO HOLD EARNEST (ROGERS, TOWNSEND & THOMAS).

Property Disclosure:	No	Acres:	Foreclosed:
Exempt Prop Discl:	Yes	Lot Size:	68.3X130.1X60X130.4
		Water Front Ft:	Water Front Type:

Available Financing:	Cash, Conventional	Assn/Regime Fee Per:	Includes:
HOA Contact Name:		HOA Contact#:	

Selling Office:	RE/MAX Real Estate Services	Sell Office Ph:	803-731-2466	Contract Date:	5 / 19 / 2011
Selling Agent:	Steve Cowart	Sell Agent Ph:	803-454-2936	Closed Date:	6 / 7 / 2011
Co-Sell Office:		Co-Sell Agent:			
Loan Type:	Cash	CC Pd By:	Buyer / \$	Selling Price:	\$27,900
				Sell \$ Per SF:	18.8

Showing:	Lockbox, Sign, Vacant	Possession:	Closing	Listing Date:	2 / 18 / 2011	DOM:	90
Owners Names:	CORPORATE OWNED	Owners Phone:		Expir. Date:			
Listing Agent:	Steve Cowart	Agent Phone:	803-454-2936	Agent E-mail:	stvcowart@hotmail.com		
Co-List Agent:		Agent Fax:	803-731-0602	Comp SB:	3.0	VC:	N List Type: ERTS
Listing Office:	RE/MAX Real Estate Services 01	Agent Cell:		Agent Vm/Bpr:			
Office Phone:	803-731-2466	Co-List Phone:		Tenant/Contact:			
Office Fax:	803-731-0602	Co-List Cell:		Tenant/Contact #:			

Information Herein Deemed Reliable, but Not Guaranteed. © 2011 by CMLS 10/4/2011 10:32:15 AM

**Minutes of the
Community Residential Care Facility Site Selection Committee
Wednesday, October 5, 2011**

Members present: Adriane Brown, Robert McManus, Randy Cherry

Mr. Cherry confirmed that everyone had a copy of the State statute 6-29-770 that governs the process the committee is undertaking. All members have a copy of the statute.

Mr. McManus presented 6 listings: (Note-All properties are located in the unincorporated part of the County. Unless otherwise noted, the reference to a city or municipality indicates what incorporated area of the County the property is near.)

1. 116 Whitwood Circle, Irmo/St. Andrews/Ballentine:

The committee found this property not comparable for the following reasons:

- Foundation issues---cracks and other structural problems.

2. 1722 Oakgrove Court, Columbia, Southeast:

The committee found this property not comparable for the following reasons:

- Extensive damage to residence. Generally the interior and more specifically the bathroom and kitchen need extensive repairs.

3. 14 Sterling Ridge Court, Columbia, Northeast:

The committee found this property not comparable for the following reasons:

- Gang activity in the neighborhood. Safety concerns.

4. 9855 Wylie Road, Eastover:

The committee found this property not comparable for the following reasons:

- No bus line nearby.
- House needs extensive repairs.

5. 200 Kings Down Lane, City of Columbia:

The committee found this property not comparable for the following reasons:

- The exterior is of Masonite construction and it has a lot of exterior damage.

6. 1722 Oakgrove Court, Columbia Southeast:

The committee found this property not comparable for the following reasons:

- House is in poor condition.

7. 7602 Hunt Club Road, Columbia Northeast, City of Columbia:

The committee found this property not comparable for the following reasons:

- Residence is a condo and is attached to other properties.

**Minutes of the
Community Residential Care Facility Site Selection Committee
Monday, November 1, 2011**

Members present: Adriane Brown, Robert McManus, Randy Cherry

Mr. Cherry confirmed that everyone had a copy of the State statute 6-29-770 that governs the process the committee is undertaking. All members have a copy of the statute.

Mr. McManus presented 6 listings: (Note-All properties are located in the unincorporated part of the County. Unless otherwise noted, the reference to a city or municipality indicates what incorporated area of the County the property is near.)

1. 4265 Williamsburg Drive, City of Columbia:

The committee found this property not comparable for the following reasons:

- It is estimated to cost at least \$30k to upgrade this residence to a livable condition.

2. 1605 Donna Drive, City of Columbia:

The committee found this property not comparable for the following reasons:

- Problems with the foundation.
- Liens on the property.

3. 1216 Congaree Road, Eastover:

The committee found this property not comparable for the following reasons:

- Residence is not near a bus route.
- Residence is in bad shape and would need a lot of repair work.

4. 111 Archie Road, Columbia Southeast:

The committee found this property not comparable for the following reasons:

- House is in poor condition. It would need a lot of repair work.

5. 6400 Lavender Street, City of Columbia:

The committee found this property not comparable for the following reasons:

- House is in poor condition.
- Liens on the property.

**REPORT OF THE COMMUNITY RESIDENTIAL CARE
FACILITY SEARCH COMMITTEE
November 4, 2011**

To Richland County Council:

We, the members of the Community Residential Care Facility Search Committee, established by State law upon County Council's objection to a proposed Community Residential Care Facility on 429 Rockhaven Drive, respectfully submit to Council a final report of our activities.

The Committee's charge is to locate an alternative comparable facility within forty-five days of Council's objection. This final selection by the Committee shall be binding on the operator of the Community Residential Care Facility and Richland County. In the event no selection is made by the end of the forty-five day period, the operator shall select the site without further proceedings. The forty-five day period expires November 4th, 2011.

The Committee reviewed the following real estate listings:

- 116 Whitwood Circle
- 1722 Oakgrove Court
- 14 Sterling Ridge Court
- 9855 Wylie Road
- 200 Kings Down Lane
- 1722 Oakgrove Court
- 7602 Hunt Club Road
- 4265 Williamsburg Drive
- 1605 Donna Drive
- 1216 Congaree Road
- 111 Archie Road
- 6400 Lavender Street

The committee found that none of these sites were comparable to the proposed Rockhaven Drive site. Therefore, no selection is made.

Signed,

Adriane Brown

Randy Cherry

Robert McManus

Richland County Council Request of Action

Subject

a. Pursuant to a request from Gary Watts, the Richland County Coroner, I move that the County Administrator and/or his designee along with the County Attorney meet with the Coroner and Probate Judge Amy McCullough to determine whether a County ordinance could be developed that would assist in the recovery of costs associated with the disposition of unclaimed decedents. This would only apply to those individuals whose estates are determined to have financial resources available. Explanation: According to the Coroner, the number of families declining custody of their deceased relatives is rising annually with the County having to bear the cost of preparation and burial of these individuals. In many cases, the Coroner and Probate Judge have determined that the decedent's estates have sufficient assets to cover these costs; however, they currently have no means to recover the costs associated with these expenses. [PEARCE]

b. Motion for resolution from County Council supporting the One-Book, One Columbia reading initiative. This endeavor was a huge success last year in its inaugural year and will be taking place again in 2012. The Richland County library is involved and this is a resolution in which County Council will officially endorse the One-Book, One Columbia initiative. (Note: There is no financial resources tied to this resolution, this is merely showing County Council's support). [ROSE]

c. In an attempt to give qualified law firms an opportunity to participate in the counties bond work. We would request that the County Attorney establish a list of qualified firms and the list would be used to rotate the counties bond function. In addition, the county would encourage these firms to ensure that there is minority partnership in the process [JETER, WASHINGTON]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda