

**RICHLAND COUNTY**  
**COUNTY COUNCIL AGENDA**



**Tuesday, MAY 04, 2021**

**6:00 PM**

**ZOOM MEETING**

# RICHLAND COUNTY COUNCIL 2021



Bill Malinowski  
District 1  
2018-2022



Derrek Pugh  
District 2  
2020-2024



Yvonne McBride  
District 3  
2020-2024



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker III  
District 6  
2018-2022



Gretchen Barron  
District 7  
2020-2024



Overture Walker  
District 8  
2020-2024



Jessica Mackey  
District 9  
2020-2024



Cheryl English  
District 10  
2020-2024



Chakisse Newton  
District 11  
2018-2022





Richland County Council

**AMENDED**

Regular Session  
May 04, 2021 - 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,  
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Joe Walker

3. **PLEDGE OF ALLEGIANCE**

The Honorable Joe Walker

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: April 20, 2021 [PAGES 9-17]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

6. **REPORT OF THE ACTING COUNTY ATTORNEY  
FOR EXECUTIVE SESSION ITEMS**

Elizabeth McLean,  
Acting County Attorney

*After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly notice meeting.*

7. **CITIZEN'S INPUT**

The Honorable Paul Livingston

a. For Items on the Agenda Not Requiring a Public Hearing

8. **CITIZEN'S INPUT**

The Honorable Paul Livingston

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

**9. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Attorney

- a. Coronavirus Update [PAGES 18-24]

**10. REPORT OF THE CLERK OF COUNCIL**

Andrea Mathis,  
Clerk of Council

- a. Calendar of Events [PAGES 25-26]

**11. REPORT OF THE CHAIR**

The Honorable Paul Livingston

**12. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Paul Livingston

- a. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)

**13. APPROVAL OF CONSENT ITEMS**

- a. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street) [THIRD READING] [PAGES 27-35]
- b. Department of Animal Care – Animal Services Division – Intergovernmental Agreement with the Town of Arcadia Lakes [PAGES 36-41]
- c. Department of Public Works – Solid Waste & Recycling Division - Award of a contract for Landfill Gas Control System [PAGES 42-47]
- d. Department of Public Works – Engineering Division - CTC Funding Request for Intersection Improvements at Hobart and Farrow Roads [PAGES 48-54]
- e. Department of Public Works – Engineering Division - DHEC Grant Administration for Springwood Lake Community [PAGES 55-64]
- f. Request from Chief Magistrate - Pontiac Magistrate Building Lease [PAGES 65-91]

**14. FIRST READING ITEMS**



- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2022) for Richland County, South Carolina for Fiscal Year beginning July 1, 2021 and ending June 30, 2022". So as to raise revenue, make appropriations and Adopt the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2021 and ending June 30, 2022 [BY TITLE ONLY]
- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2021 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2021 through June 30, 2022 [BY TITLE ONLY]
- c. Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto [PAGES 92-150]
- d. Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters [PAGES 151-231]

**15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Yvonne McBride

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Curb to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 232-263]
- b. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and a company known for the time being as Project Coyote; identifying the project; and other matters related thereto [PAGES 264-265]
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and a company known for the time being as Project Coyote, to

provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 266-299]

**16. REPORT OF RULES & APPOINTMENTS COMMITTEE**

The Honorable Bill Malinowski

**a. NOTIFICATION OF APPOINTMENTS**

1. Community Relations Council - 8
  - a. William Zachery Riley [PAGES 300-302]
  - b. Derrick Fickling [PAGES 303-304]
  - c. Maranda J. Williams [PAGES 305-310]
  - d. Rhonda S. Williams [PAGES 311-312]
  - e. Linda Grice [PAGES 313-314]
  - f. Keshia McNeal [PAGES 315-316]
  - g. Reenea R. Harrison [PAGES 317-321]
  - h. Jeffrey Hunter [PAGES 322-325]
  - i. Kira Person [PAGES 326-327]
  - j. Heather Singleton [PAGES 328-329]
  - k. Yvonne Murray-Boyles [PAGES 330-332]
  - l. Demestress "Dee" Bell-Williams [PAGES 333-341]
  - m. Jonnieka Farr [PAGES 342-344]

The Honorable Overture Walker

**17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. City of Columbia Bikeway IGA [PAGES 345-354]
- b. Modification to Innovista Phase 3 De-scope and Funding Approval [PAGES 355-378]
- c. Transportation Improvement Contract 2 - Old Garners Ferry Rd [PAGES 379-384]

**18. OTHER ITEMS**

- a. A Resolution to appoint and commission Kyle Hughes as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 385]
- b. Taylors Community Improvement Funds [PAGES 386-421]

**19. EXECUTIVE SESSION**

Elizabeth McLean,  
Acting County Attorney

**20. MOTION PERIOD**

- a. Redistricting will need to be done by the election in 2022. I request the Administrator to begin the process toward that end so we are not behind when the time arrives to provide the needed information.

The Honorable Bill Malinowski

**21. ADJOURNMENT**



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



Richland County Council  
Regular Session  
April 20 2021 – 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Yvonne McBride, Vice-Chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Andrea Mathis, Leonardo Brown, John Thompson, Lori Thomas, Stacey Hamm, Mike King, Michael Maloney, Beverly Harris, Elizabeth McLean, Sandra Hayne, Ronaldo Myers, Nadia Rutherford, Michael Niermeier, Emerald Washington, Dante Roberts, Lauren Hogan, Michael Byrd, Brittney H. Terry, Jani Hussain, Jeff Ruble, Jennifer Wladischkin, Bill Davis, James Hayes, and Clayton Voignier.

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Allison Terracio.
3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Allison Terracio.

**APPROVAL OF MINUTES**

4.
  - a. **Regular Session: April 6 2021** – Mr. O. Walker moved, seconded by Ms. Mackey, to approve the minutes as distributed.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, and English.

Abstain: Newton

The vote in favor was unanimous, with Ms. Newton abstaining because she was not present at the April 6<sup>th</sup> meeting.

5. **ADOPTION OF AGENDA** – Ms. McBride stated she would like to remove Items 12(a) and 14(a).

Ms. McBride moved, seconded by Mr. Malinowski, to remove Items 12(a) and 14(a) from the agenda.

Ms. Barron moved to adopt the amended agenda.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, English, and Newton

Not Present: Mackey

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April 20, 2021**

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The vote in favor was unanimous.

**REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS**

6. a. Receipt of Legal Advice: Related to the Coggins lawsuit and settlement with former County Administrator Gerald Seals, including review of proposed settlement – Ms. McLean noted there was not an update on this item.

7. **CITIZEN'S INPUT**

- a. For Items on the Agenda Not Requiring a Public – Ms. Viola Hendley submitted a comment regarding Item 14(a).

Mr. Livingston noted, for the record, the comments pertained to the item that was deleted from the agenda during the Adoption of the Agenda.

8. **CITIZEN'S INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.) - No comments were submitted.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown noted, in the agenda packet, beginning on p. 22, he provided an update for Council. Since the last reporting, Richland County has continued to see a decline in numbers overall. When it comes to the percent positive, we continue to have a lower incident rate. Also provided is general information regarding our Emergency Rental Assistance Program, which started on April 5<sup>th</sup>. He wanted Council to have a general understanding of the numbers being reported by Tetra Tech.

Mr. Brown stated staff received a letter from a citizen that applied for the ERA Program. He noted that some payments have already been approved. Included in the agenda is a breakdown of the demographics of the people who have applied, and have been approved for assistance.

Ms. Terracio inquired if employees are being allowed to use time off to get vaccinated and deal with side effects of the vaccine.

Mr. Brown responded in the affirmative.

Ms. Terracio noted she just got her 2<sup>nd</sup> dose and she believes it would be good to give people space and time to recover from the vaccine.

Ms. Newton inquired if the chart on p. 22 represents the total number of applications we have received.

Mr. Brown responded the amounts listed are the amount of funding approved.

Ms. Newton inquired if the amounts funded tracked with what staff expected.

Mr. Brown stated, based on the review of other programs, they have learned from their challenges, and benefitted from that. He noted they are ahead of schedule with two weeks of payments already approved.

Mr. King noted they are pleased with the progress we are making, compared to the other municipalities around the country. This is an aggressive program, and the start-up was as smooth as expected. He noted the call center is handling the application process, the Richland County Library has handled 46 in-person appointments and over 677 resident contacts. The Government and Community Services Department has had 98 in-person appointments and hundreds of phone calls. The call center has processed over 4,000 calls. When the application is submitted, many times it is missing critical requisite information. The eligibility specialists are working one-on-one with the applicant to make sure they get the information in so they can be approved. Currently, they have 699 applications that have been completed, and submitted.

Ms. Newton noted the applicants were tracked via zip code. She inquired if they will be tracking disbursement that way.

Mr. King responded in the affirmative.

Ms. McBride noted she was pleased with the data collection process and the assistance being given to the residents. Sometime in the future, she would like an update on the County meeting the September deadline.

Ms. Terracio noted she also heard from the applicants that people are diligently working with people on these applications, and she appreciates that.

Ms. Barron thanked Mr. Brown, Mr. King, and staff for their diligence in getting the program out into the community and making sure people were fully aware of what is going on. The service received speaks volumes. She noted she is looking forward to getting as much funds out as possible. She inquired if we are continuing to advertise in the community, in addition to social media.

Mr. Brown responded in the affirmative. He noted they have a little over \$12M they want to get in the hands of those individuals that need it. He stated the next step is to go into the communities.

10. **REPORT OF THE CLERK OF COUNCIL** – Ms. Mathis reminded Council of upcoming meetings.

11. **REPORT OF THE CHAIR** –No report was given.

12. **OPEN/CLOSE PUBLIC HEARING**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters – This item was removed from the agenda.

13. **APPROVAL OF CONSENT ITEMS**

- a. 20-036MA Joginder Paul CC-4 to CC-3 (202 Acres) 7430 Fairfield Road TMS # R11904-02-05 [THIRD READING]

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- b. 21-004MA Richard Bates CC1 to CC3 (2.63 Acres) of 75.81 Acres Crane Church Road [THIRD READING]
- c. 21-008MA Jatin Patel RU to GC (5.37 Acres) 10040 Wilson Blvd. TMS # R14800-04-01 [THIRD READING]
- d. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street) [SECOND READING]

Ms. Newton moved, seconded by Mr. Barron to approve the consent items.

In favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton.

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters. – This item was removed from the agenda.

15. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related thereto [FIRST READING]. – Ms. McBride stated the committee recommended approval of a lease agreement between Richland County and Magnus Development Partners, LLC to develop a 210,000 square foot shell building that is located in the County-owned industrial site located at North Point Industrial Park near Blythewood. This building will make the County more attractive to potential investors with a tight timeline. She noted staff has been working on this since December 2017.

Ms. Terracio stated, for clarification, staff has been working on this since 2017.

Ms. McBride responded in the affirmative.

Mr. Malinowski noted he spoke with Mr. Ruble earlier today and there are some things that he requested Mr. Ruble provide and/or clarify. Although it mentions Exhibits A, B, C and D, there are no exhibits in the packet. All the rights, such as termination, construction, and inspections seem to favor the company to the potential detriment of the County. He also noted the effective date is not defined.

Ms. McBride noted they discussed those items with Mr. Ruble and they should have the answers by Second Reading.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Opposed: Malinowski



Abstained. J. Walker

The vote was in favor, with Mr. J. Walker abstaining due to a financial relationship with one of the principals of the business in question. He noted he does not have a direct relationship to this particular transaction.

16. **OTHER ITEMS**

- a. Detainee Telephone Service – Mr. Myers stated the information in the packet addressed some of Mr. Malinowski's questions from the previous meeting.

Mr. Malinowski stated, while we have some information, there is still quite a bit of information that is lacking. He inquired how long the jail management system been in place.

Mr. Myers responded it has been in place since 2000/2001.

Mr. Malinowski inquired why the County's Information Technology got involved.

Mr. Myers responded this system came from Lexington Fayette. It was a homegrown system written by a programmer that worked for them at the time. It was inexpensive, and we needed a jail management system. The director, at that time, chose this system because it was inexpensive and IT could develop a system for us.

Mr. Malinowski inquired if it had worked out.

Mr. Myers responded it has not. He noted, when they had a consultant to review the jail operation system, one of the things they determined one of the things needed was a system because we depend heavily on paper.

Mr. Malinowski noted he wholeheartedly supports them getting a system that works to cut down on the work and to make sure things are accurate. He stated the County's IT is supposed to be providing technical support for the current system, yet we are being told the requested upgrades have not been given priority and have been pending for several years. He inquired why that is the case.

Mr. Myers responded, to be fair to IT, not only do they have several other departments, but when you start talking about a jail management system, it gets very sophisticated to where one program has to speak to another program. He personally thinks they do not have all the expertise they need. Jail operations have grown by leaps and bounds since 2000. He does not think IT has enough programmers to keep the program going the way it should be.

Mr. Brown responded, his understanding is, there have been technology requests for many years that have not been approved, and that could be part of the issue. The recommendation they submitted did not get approved. He noted since he has been with Richland County has been an ongoing issue, which is why he is focusing on technology in the budget.

Mr. Malinowski stated his problem continues to be the reply to the question regarding the potential cost of the proposed jail management system, to include maintenance. The reply was the cost of the proposed system cannot be determined until the system is reviewed. If we do not know the cost of the system, how can any offerer agree to provide us funding for the system. How will that work?

Mr. Myers responded, Mr. Dennison gave us a bottom line figure of at least \$300,000 a year, based off of the 10% revenue. They are not sure how much revenue it is going to be in. However, they are not going to allow us to go over a certain amount. When you start talking about software, you have to go through negotiations to see how much it is going to cost.

Mr. Malinowski inquired, if the cost was \$500,000/year, where would the rest of the money come from.

Mr. Myers responded he would have to site with IT and find a system they can afford.

Mr. Malinowski inquired if the legal department would draw up a memorandum of understanding regarding the contract that will be entered into.

Mr. Myers responded Procurement might have to be involved, but that is their normal process.

Mr. Malinowski inquired if Mr. Myers is requesting to enter into negotiations, and obtain the additional information.

Mr. Myers responded in the affirmative.

Mr. Malinowski moved, seconded by Ms. Newton, to allow Mr. Myers to enter into negotiations with the offerer. Prior to committing the Legal Department is involved to ensure everything is proper.

Ms. Mackey noted Mr. Myers stated he would stay within the budget and not get a system that they cannot afford. She inquired if he believes the amount of money received is enough to meet the needs. She did not want him to settle for a system that in 2 -3 years he will need more than he has.

Mr. Myers responded, based on the payment, they would get at least \$300,000/year, and they can stretch the payments over the life of the 5-year contract. He doubts they would spend that amount on the jail management system.

Ms. Newton stated, for clarification, once Mr. Myers enters into negotiations, he will have a number he can work with, or at least a range based on certain parameters.

Mr. Myers responded in the affirmative.

In favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

- b. Emergency Funding for FY21 for the Coroner's Office – Mr. Brown noted what Council has before them is staff's recommendation to be proactive and put in place a contingency plan that allows the Coroner's Office to continue to operate with no "hiccups" between payments for vendors. The Coroner has identified that she is going to have a shortfall based on the routine expenditures, the services routinely used, and the number of times she is having to use those services. He noted he, and staff, meet with the Coroner and looked at the information provided. Staff did their own analysis, and while we were slightly different in our numbers, we were both around the \$300,000 range. They are looking for opportunities within the County's current approved budget to fill the gap. In the event that we are unable to fully fill that gap, we want to ensure we have a contingency effort that would

allow the Coroner's Office's operations to continue. He noted he does not need anything approved tonight, but they want to be ahead of the game in considering the budget amendment. If this item comes back to Council, they would be able to make a decision with all the information already being borne out.

Mr. Livingston stated, for clarification, Mr. Brown does not need any action today.

Mr. Brown responded in the affirmative. He noted they worked with the budget office and they believe they can fill the gap. They want to put a contingency plan in place so if they do not have enough funding they will not have to come back and start the process from scratch, and now we are untimely unable to pay invoices and receive services.

Mr. O. Walker inquired how they found themselves in this position. The first time he heard about this was from the State Newspaper. He noted he was disturbed by what he read about how the Coroner's Office is unable to afford autopsies or body storage. He inquired how we can ensure this does not happen again.

Mr. Brown responded, during the Council Retreat, the Coroner was looking at the budget and projecting out some potential increases she may need addressed. At that time, they told the Coroner to work within her budget, and they would make sure she had the funding to do the job she is required to do. The Coroner had done that, and at this point, they are projecting she is going to need some additional help beyond the scope of her budget. They are coming to Council to get ahead of this to ensure the continuity exists.

Ms. Rutherford stated, before she took office, she and Mr. Brown discussed budget concerns they had based on an outside perspective. Once she got into office, and crunched the numbers, she realized there was a large deficit. Based on the projections, they figured they would come up short in March, which is exactly what happened. They figured, in terms of hiring new staff, autopsies, post mortem toxicology and body transport services, they were going to have deficits. She noted they were already up 30% in terms of the number of deaths reported in Richland County. There was a significant increase of approximately 300 deaths between last year and this year. She noted approximately a third of those death are COVID-related. The youngest person to die from COVID was 20 years old without any health problems, which required extensive testing. She noted they requested \$65,000 early on so they could properly store the remains in a dignified way.

Mr. O. Walker inquired if the \$65,000 for body storage was included, or was it subsumed by the \$300,000 request.

Mr. Brown responded Council already approved the \$65,000.

Ms. Rutherford stated the rate of death has gone up, so unless there is a decrease in that number they would need extra funds. They tried to account for that in the proposed budget for the new fiscal year, so they will not have to come to Council again and request additional funds. She noted they are trying to work within those means by bringing in another transport service that offers their services at a much lower rate.

Ms. Newton inquired if Ms. Rutherford planned for a net increase of 30% for next year's budget, or has she increased it beyond that 30%.

Ms. Rutherford responded they did account for the 30% and requested \$900,000 in additional funds.

The received recommendation was not for the full amount, but they are graciously requesting Council to reconsider their budget. She noted they have to take into account the increase in natural deaths.

Ms. Barron inquired if this is a COVID-related problem, or would we have come to this place anyway.

Ms. Rutherford responded they would have come to this place anyway. Since January 1<sup>st</sup> there have been 23 accidents, 15 homicides, 1,130 natural deaths, 7 suicides, 5 fetal deaths, and 199 COVID deaths. The natural deaths are taking a toll on the budget.

Mr. Brown noted the expenses from the Coroner's Office in 2018 was \$2.78M, 2019 was \$2.87M, and 2020 was \$3.42M. He noted there is some correlation to the Coroner's point. Her budget request was for \$3.9M, which they did not recommend, based on last year's spend, and where they are trending this year. They are looking for her budget to be about \$3.5M.

Ms. Barron inquired if they would be able to utilize other funds from the Federal Government to address some of those COVID-19 related deaths.

Ms. McBride inquired if COVID testing was done for the natural deaths.

Ms. Rutherford responded they have been collecting their own set of raw data on the number of COVID-related deaths. If they did not test positive for COVID within the last three months, they are still keeping track of them to see if the long-term effects of COVID may have caused any heart or respiratory issues they did not have prior to be diagnosed with COVID. They are also keeping track of the people that have received the vaccination. The data is being proactively collected in case DHEC, or FEMA, asks for it at some point. For the deaths that are related to COVID, if they had symptoms of COVID, if their families reported they were not feeling well, they are performing COVID tests on the decedents post mortem, which is an increased cost. She noted some of the natural deaths were found to have been COVID-related.

Mr. Pugh thanked Ms. Rutherford for being proactive. He stated he could attest to deaths being on the rise. His wife works in hospice, and it has been a task the last couple months.

Ms. Mackey inquired if the Coroner's Office is past due on any invoices or services.

Ms. Rutherford responded they will not be able to pay some of their bills for March, and will not be able to pay their bills for April. The purchase order for professional pathology services, which performs autopsy services for the County only has \$19,000 left on it, and their average bill per month is \$80,000. Transport services has a zero balance. After the next invoice, they will not have the funds to pay them. She stated she sat down with Mr. Brown and reviewed the numbers. The only thing Mr. Brown did not account for was that they owe a local funeral home for providing cremation services.

Mr. Brown stated, within Ms. Rutherford's approved budget, she does not have funds to carry her through the remainder of the fiscal year. This is why they are going to step in and utilize funds that are not located within her budget, but are located within the County's overall approved budget. As we get close to the end of the fiscal year, this is something that happens. There are budget sweeps where you have departments who have outstanding invoices, and departments that have not spent as much as they anticipated. You use those funds to make those adjustments. If we do through this process, and spend all of those funds as well, which right now we are not projected to do, then it would require additional Council action. He noted, instead of getting to that point, he wanted to ensure Council was aware of the situation, give them time to think about the situation, ask questions and

give feedback. In the meantime, they can still utilize the funds they have now to address the Coroner's budget, until they no longer have that flexibility and there is a potential break in operational services.

Ms. Mackey inquired if there was any evaluation of expenses that could have been reduced to alleviate the need to pull funds from another place. And, are they currently looking at stopping some expense they do not need. For instance, are they still planning on hiring in the Coroner's Office.

Ms. Rutherford responded they have done things in the office to decrease spending. She noted she thrifted her office furniture. Every expense, at this point, has been a necessary expense. There were some damages they had to pay for. There were some building improvements needed, and some of the cars were not in stellar shape. She noted they have halted hiring. Prior to her taking office, part-time staff worked full-time hours, and received overtime, which affected the budget.

Mr. Malinowski noted the line item chart included in the packet was confusing and seemed incomplete. He requested to see a more detailed explanation.

Mr. Brown noted the information in the chart was from the Coroner's Office's initial submission.

Ms. Rutherford responded if there was another format the budget and expenditures should be listed in, she would be open to receiving the template so it is better understood by Council.

17. **EXECUTIVE SESSION** – No action was taken

18. **MOTIONS PERIOD** – No action was taken

19. **ADJOURNMENT** – The meeting adjourned at approximately 7:11 PM



## Report of the County Administrator

Regular Session Meeting – May 04, 2021

### CORONAVIRUS UPDATE:

#### 1. COVID 19 Statistical Data

The information in the corresponding attachments is specific to Richland County and provides an overview of the prevalence of COVID 19 in Richland County. The source of this information is the South Carolina Department of Health and Environmental Control (SCDHEC).

\*Level of Incidence remains in Moderate tier for current reporting period with Incidence Rate continuing to see declining numbers

\*Percent Positive remains below 5% for current reporting period

#### 2. Emergency Rental Assistance Program Statistics

##### Approved Payments:

Richland County ERAP – RC SCP Approved Payments To Date as of 04/29/20201 PM		
LANDLORD/UTILITIES		
Rental Arrears	Future Rent	Utility Arrears
\$261,795.63	\$183,215.50	\$37,739.77
TENANTS		
Rental Arrears	Future Rent	Utility Arrears
\$25,086.27	\$20,889.00	\$0.00
Applications Approved by SCP To Date: 90		
Total Funds Approved To Date:		
<b>\$528,726.17</b>		

### ADDITIONAL UPDATES FOR CONSIDERATION:

- Review of mask ordinance in response to new CDC guidance underway
- COVID-19 Memorial
- State of South Carolina announces a rental assistance program
- City of Columbia & The Cooperative Ministry announce COVID-19 Housing Relief Fund

**ATTACHMENTS:**

1. COVID-19 Statistical Data
2. Emergency Rental Assistance Application Report - 04/24/2021
3. SC Announces Rental Assistance Program
4. Housing Relief Fund Flyer

Number of Tests

26,289

Select Date Range  
to Filter Page Values

4/13/2021

4/27/2021

Percent Positive

3.7%

Rate of COVID-19 Tests Performed per 10,000 population, by County



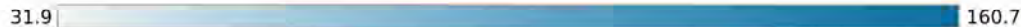
Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
<b>Antibody (Serology)</b>	100	54	154
<b>Antigen</b>	4,846	464	5,310
<b>Unknown</b>	1		1
<b>Viral (Molecular)</b>	20,046	778	20,824
Grand Total	24,993	1,296	26,289

3.6% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

\*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.



Moving 7 Day Average Percent Positive of COVID-19 Tests

- Total Viral (Molecular) Tests
- Count of Positive Viral Tests
- 7d Moving Average Percent Positive

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test/Test method.



# COVID-19 in South Carolina

As of 11:59 PM on 4/27/2021

Tests

693,088

Cases

45,859

Hospitalizations

1,372

Deaths

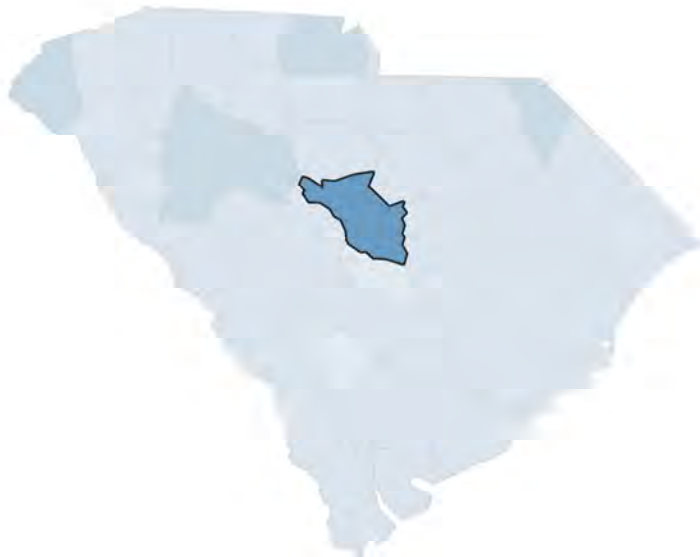
545

## Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (4/14/2021 - 4/27/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a [county](#) to display county-specific information

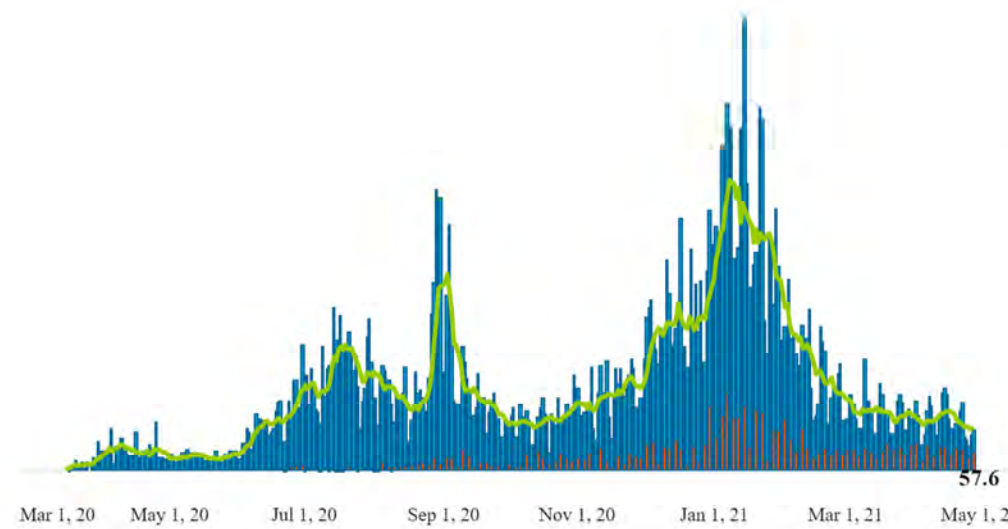
Click the county again to return to the full state map



## COVID-19 Cases per Day

County Displayed: Richland

- Count of Confirmed Cases
- Count of Probable Cases
- Moving Average 7 day



## 7-Day Moving Average of reported COVID-19 Cases, by Public Health Region

21 of 421

Midlands

400

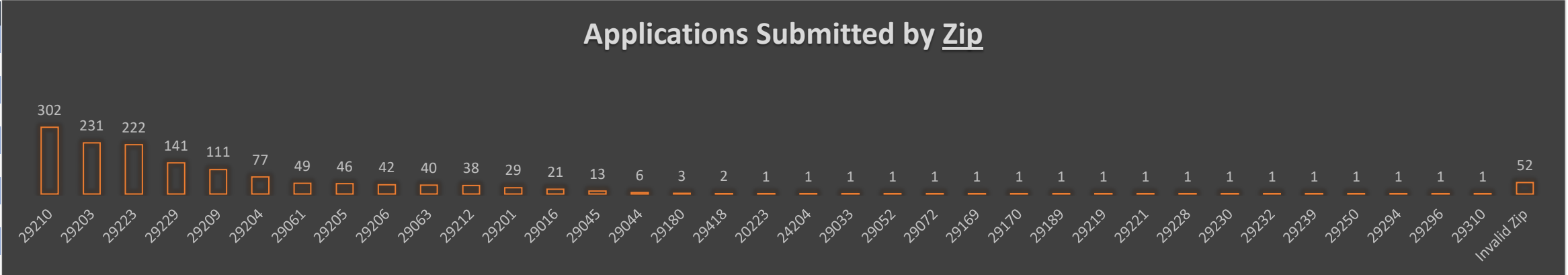
# Richland County Cases Breakdown by Category

Current Date 4/24/2021  
 Project Start Date 4/5/2021  
 Total Case Count 1443



## Applications Breakdown by Zip

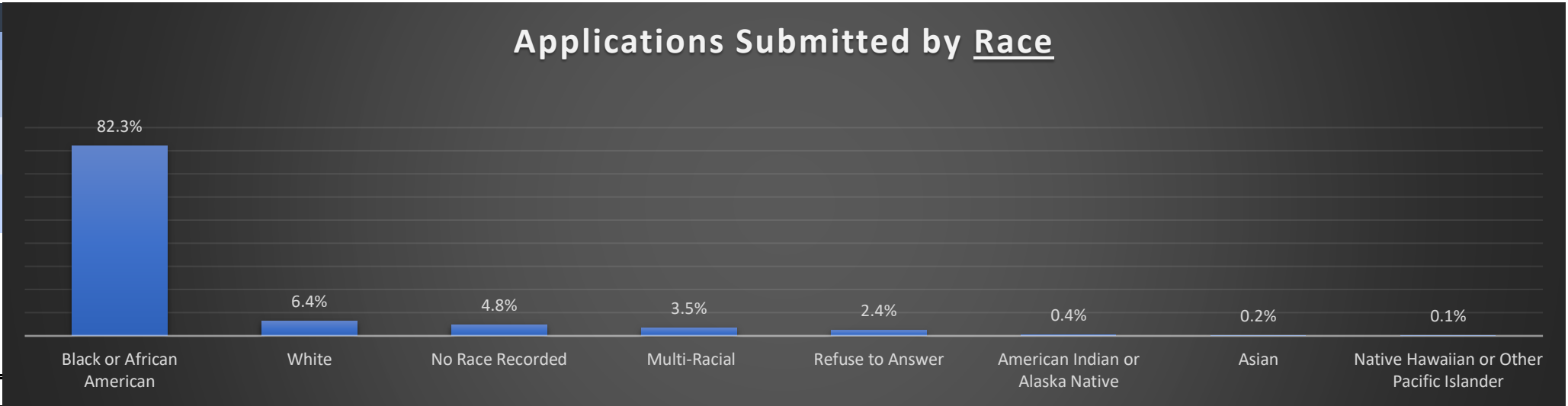
Top 10 Zip:	Count
29210	302
29203	231
29223	222
29229	141
29209	111
29204	77
29061	49
29205	46
29206	42
29063	40



\*\*Cases coming from 35 zip codes in total. 18 Zips only have 1 case  
 \*\*Zip record not in the right format/digits considered "Invalid Zip"

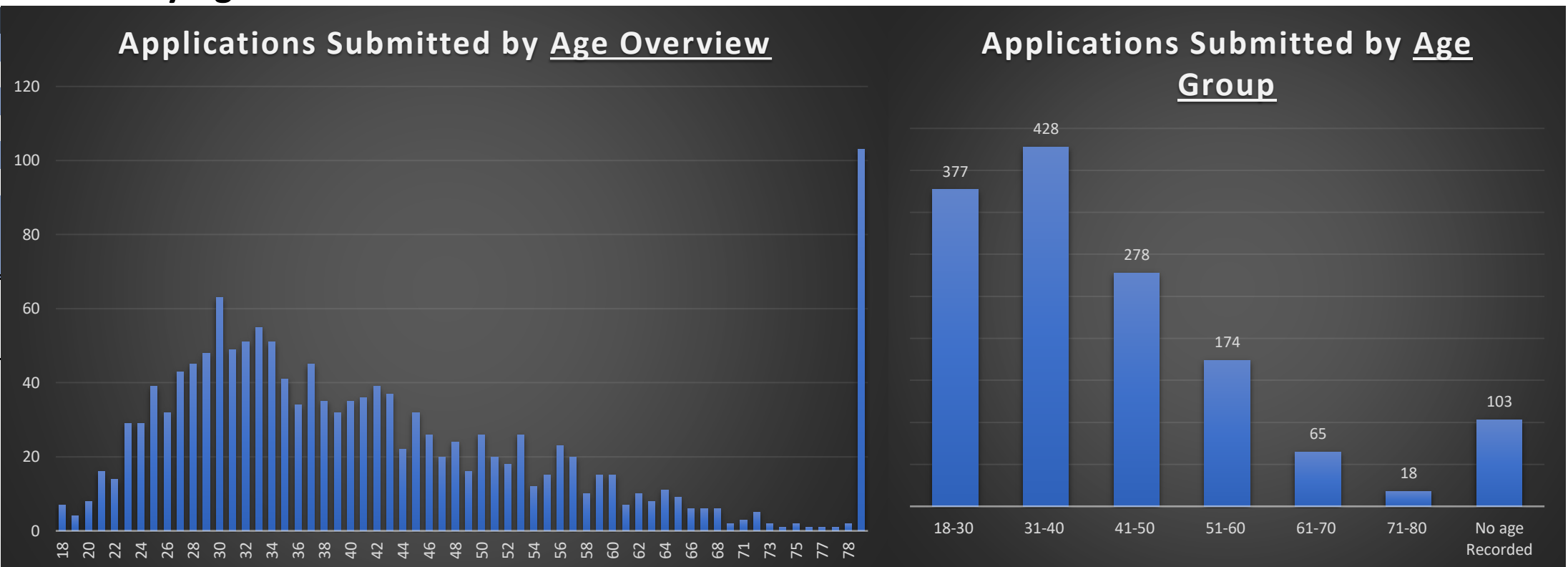
## Applications Breakdown by Race

Race	Count	%
Black or African American	1187	82.3%
White	93	6.4%
No Race Recorded	69	4.8%
Multi-Racial	50	3.5%
Refuse to Answer	34	2.4%
American Indian or Alaska Native	6	0.4%
Asian	3	0.2%
Native Hawaiian or Other Pacific Islander	1	0.1%
<b>Total Case Count</b>	<b>1443</b>	



## Applications Breakdown by Age

Age Group	Count	%
18-30	377	26.1%
31-40	428	29.7%
41-50	278	19.3%
51-60	174	12.1%
61-70	65	4.5%
71-80	18	1.2%
No age Recorded	103	7.1%
<b>Total Case Count</b>	<b>1443</b>	



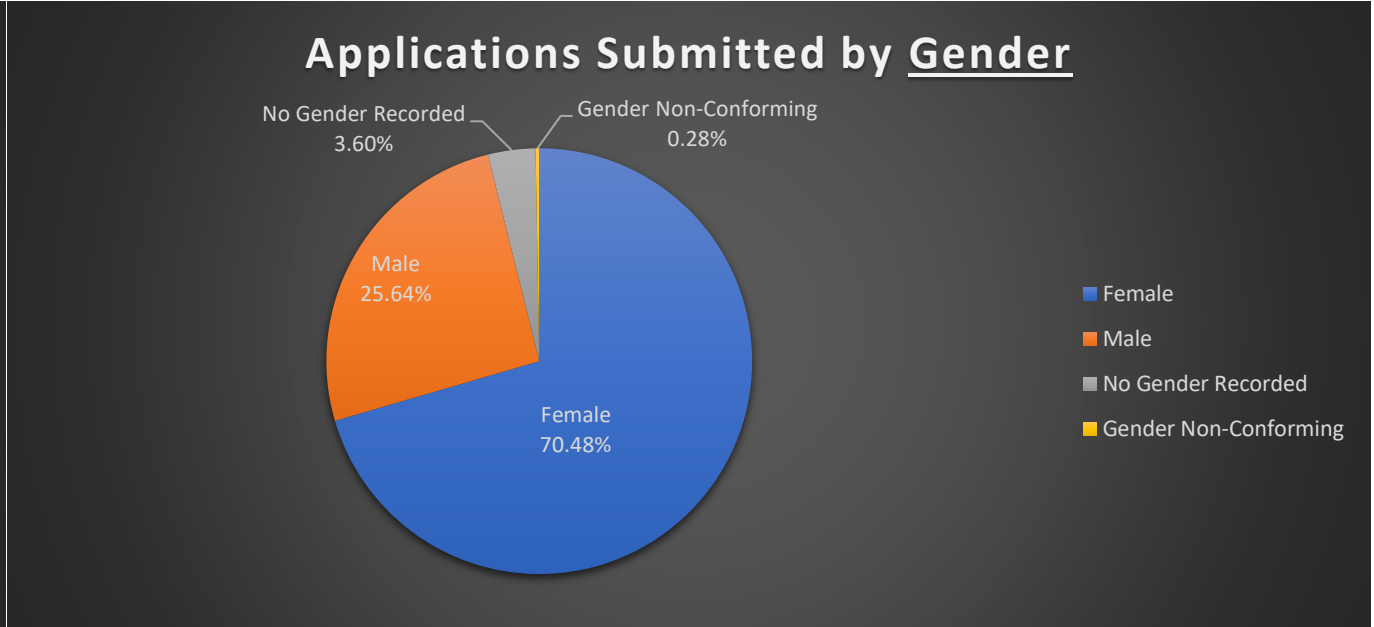
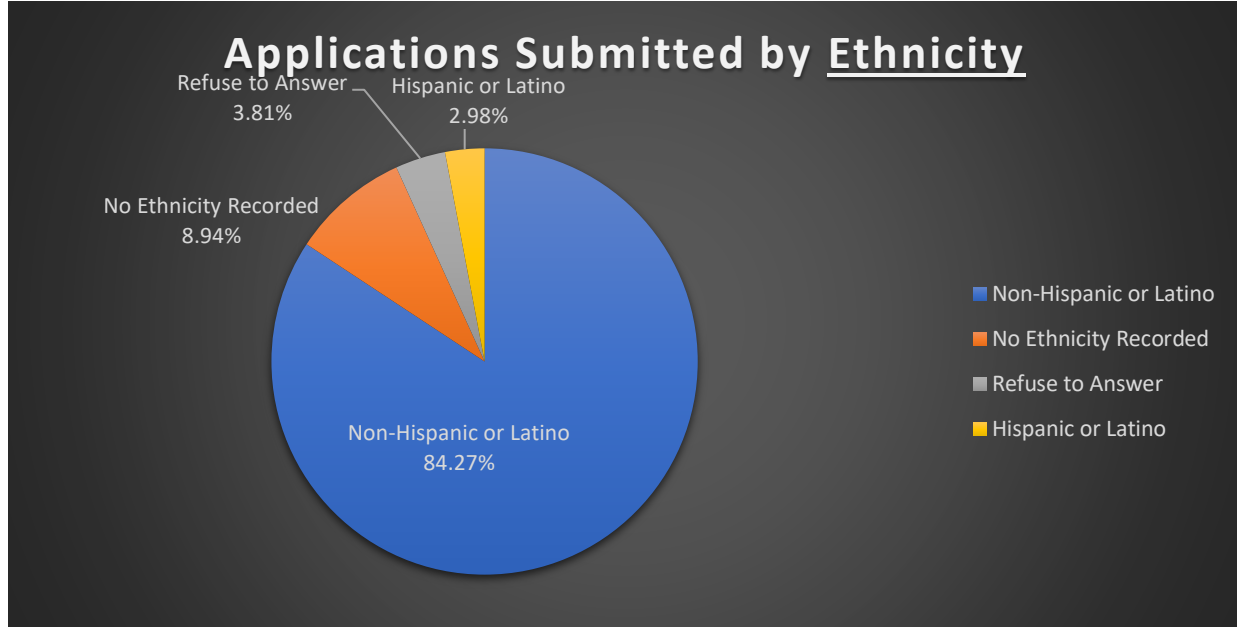
\*\*All ages under 18 years old considered "No Age Recorded"

## Applications Breakdown by Ethnicity

Ethnicity	Count	%
Non-Hispanic or Latino	1216	84.3%
No Ethnicity Recorded	129	8.9%
Refuse to Answer	55	3.8%
Hispanic or Latino	43	3.0%
<b>Total Case Count</b>	<b>1443</b>	

## Applications Breakdown by Gender

Gender	Count	%
Female	1017	70.5%
Male	370	25.6%
No Gender Recorded	52	3.6%
Gender Non-Conforming	4	0.3%
<b>Total Case Count</b>	<b>1443</b>	



\*\*Please note - data presented in this report has been exported directly from Neighborly for all submitted cases. Some cases have not yet been reviewed\*\*

# \$271 million rent relief program is coming to SC. Here's how to apply

BY REBECCA LIEBSON

APRIL 26, 2021 02:41 PM

Attachment 3

The average renter in South Carolina can't afford a two-bedroom apartment without experiencing a severe cost burden, making the need for affordable housing substantial.

Starting in May, South Carolina will begin doling out \$271 million in federal funds to renters affected by the COVID-19 pandemic. On Monday, the state's housing finance and development authority announced that applications for the "SC Stay Plus" program would open by early May.

"Even as our state continues its recovery efforts, the economic hardships of the pandemic have placed many families in jeopardy of losing their homes," said Bonita Shropshire, executive director of SC Housing. "It is our hope that SC Stay Plus will help them to get back on track,"

Eligible applicants may receive up to 12 months of assistance for rent and utility payments dating back to March 2020, and some may be considered for up to three months of additional assistance to cover future payments.

To qualify, renters must:

- Have experienced financial hardship due to COVID-19
- Demonstrate a risk of experiencing homelessness or housing instability
- Make less than 80% of the area median income

Preference will be given to:

- Households with an income at or below 50% of the median income
- Individuals who have been unemployed for more than 90 days
- Those whose landlords have already moved to evict them

Funding for the program was provided through the Consolidated Appropriations Act that Congress passed in December 2020. In April, South Carolina lawmakers [passed a joint resolution](#) outlining how the funds should be distributed.

Anderson, Berkeley, Charleston, Greenville, Horry, [Richland](#) and Spartanburg counties received federal approval to set up their own rent assistance programs. Residents in those seven counties should apply through their local program, not the statewide program.

Once the SC Stay Plus application launches, renters will be asked to provide the following materials:

- A signed lease or other document that shows you have agreed to make rent payments
- Proof of income such as 2020 tax returns or recent pay stubs
- Proof of financial hardship, for example, an unemployment verification letter
- Proof of housing instability. This may include an eviction notice or a notice of past due rent.

"People shouldn't be discouraged from applying if they don't have all documents at their fingertips," said Chris Winston, a spokesman for SC Housing. "We still encourage them to apply and give them an opportunity to explain why they may be missing something."

Those who qualify can find more information and sign up to be notified when the program launches on [SC Housing's website](#).

**The Cooperative Ministry has teamed up with the City of Columbia to provide limited financial assistance to those affected by the pandemic.**

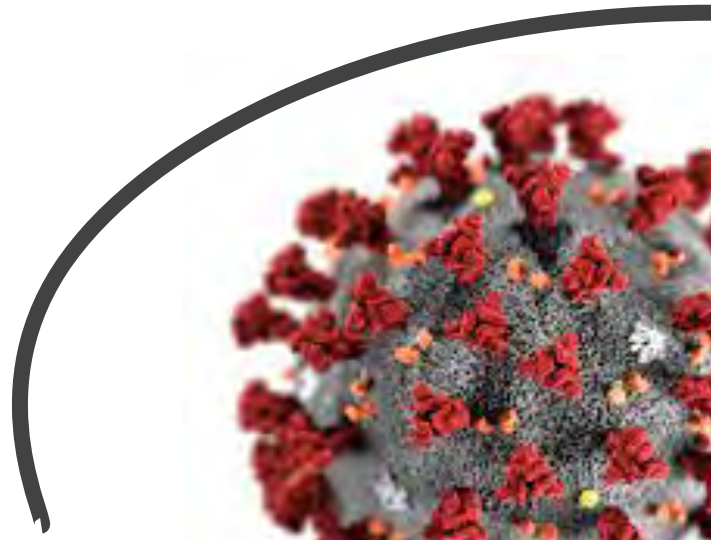
- Did you fall behind on your bills due to the pandemic?
- Can you provide proof that the hardship was caused by the pandemic?
- Do you reside in the City of Columbia?
- Can you provide proof of income?

If you answered “YES” to the above questions click the link below to apply

<https://zoomgrants.com/gprop.asp?donorid=2211&limited=3472>



Please email [ca@coopmin.org](mailto:ca@coopmin.org) or  
call (803) 799-3853 X608 for more information.





# Clerk to Council Office

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To: County Council Members  
From: Andrea M. Mathis  
Date: Monday, May 3, 2021  
RE: Council Meetings & Events

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## Council Meetings/Events:

April 27

- *Transportation Ad Hoc Committee*, 4:00 p.m., Zoom Meeting
- *Development & Services Committee*, 5:00 p.m., Zoom Meeting
- *Administration & Finance Committee*, 6:00 p.m., Zoom Meeting

April 28

- *Coronavirus Ad Hoc Committee*, 5:00 p.m., Zoom Meeting

April 29

- *Renaissance Ad Hoc Committee*, 3:00 p.m., Zoom Meeting
- *Budget Work Session: Proposed Grants*, 4:00 p.m., Zoom Meeting

May 4

- *Rules and Appointments Committee*, 3:00 p.m., Zoom Meeting
- *Economic Development Committee*, 5:00 p.m., Zoom Meeting
- *Regular Session Council Meeting*, 6:00 p.m., Zoom Meeting

May 6

- *Budget Work Session: Proposed Enterprise Funds*, 4:00 p.m., Zoom Meeting

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## Community Events:

- *Recreation Commission Yard Sale*, April 24, 7:30 a.m. – Noon, North Springs Park, 1320 Clemson Road
- *COVID Vaccine Clinics (Sponsored by Councilwomen Gretchen Barron and Jessica Mackey and Councilmen Derrek Pugh and Overture Walker):*
  - Tuesday, April 27, 3:00 – 7:00 p.m., Killian Park (1424 Marthan Road, Blythewood)
  - Wednesday, April 28, 3:00 – 7:00 p.m., North Springs Park (1320 Clemson Road)
  - Thursday, April 29, 3:00 – 7:00 p.m., Meadowlake Park (600 Beckman Road)



- ***American Red Cross Blood Drive***, April 30
  - 8:30 a.m. – 3:30 p.m. (Polo Road Park, 800 Polo Road);
  - 11:30 a.m. – 4:30 p.m. (Ballentine Community Center, 1009 Bickley Road)
- ***Keep the Midland's Beautiful – "Spotless Service Saturday"***
  - May 1 (Fairmont Road)
  - June 5 (Lower Richland Boulevard), 9:00 a.m. – Noon
- ***Recreation Commission: May Day Dance***
  - May 5, 10:00 a.m. – 1:00 p.m., Bluff Road Park, 148 Carswell Drive
- ***Recreation Commission: Mother's Day 5K/10K Run and 1 Mile Walk***
  - May 8, 8:00 – 11:30 a.m., Polo Road Sports Complex, 730 Polo Road
- ***Free Community Shred Event***
  - May 14, Blythewood High School - Football Stadium (visitor's side), 9 a.m. – Noon, 10901 Wilson Boulevard
- ***Recreation Commission Yard Sale***
  - May 15, 8:00 a.m. – Noon, Garners Ferry Adult Activity Center, 8620 Garners Ferry Road
- ***Recreation Commission: Introduction to Organic Gardening***
  - (Saturdays) June 5 – July 17, 10:00 - 11:30 a.m., Bluff Road Park, 148 Carswell Drive
- ***Recreation Commission: Summer Mania***
  - (Monday-Thursday) June 28-August 5, 7:00 a.m. – 6:00 p.m. at Caughman, Friarsgate, North Springs, Polo Road and St. Andrews Parks

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#### Chamber of Commerce Events:

- ***Ribbon Cutting: United Community Bank***,
  - May 12, 4:00 – 5:00 p.m., 4018 Forest Drive

## Richland County Council Request for Action

**Subject:**

Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)

**Notes:**

March 23, 2021 – The D&S Committee recommended Council approve the Quit Claim request from Vi Hendley, who is the fee simple owner of the lot of land known as 104 Alabama Street (TMS#08816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.

First Reading: April 6, 2021

Second Reading: April 20, 2021

Third Reading:

Public Hearing:



**Agenda Briefing**

<b>Prepared by:</b>	Elizabeth McLean, Esq.		<b>Title:</b>	Acting County Attorney	
<b>Department:</b>	County Attorney's Office	<b>Division:</b>			
<b>Date Prepared:</b>	March 04, 2021	<b>Meeting Date:</b>	March 23, 2021		
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	March 09, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	March 09, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)				

**STAFF'S RECOMMENDED ACTION:**

Approve an ordinance granting a quit-claim deed to Viola K. Hendley and J. Scott Hendley.

Request for Council Reconsideration: Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

None known.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

N/A

**MOTION OF ORIGIN:**

Move to approve the Quit Claim request from Vi Hendley, who is the fee simple owner of the lot of land known as 104 Alabama Street (TMS#08816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.

<b>Council Member</b>	Allison Terracio, District 5
<b>Meeting</b>	Council Regular Session
<b>Date</b>	December 15, 2020



#### STRATEGIC & GENERATIVE DISCUSSION:

Ms. Terracio received a request from Ms. Vi Hendley who lives at 104 Alabama Street in Olympia to have the County grant her a quit-claim deed for the alleyway behind her property.

As a general history of this issue, the County passed an ordinance in 1982 (1003-82HR, see attached) whereby the homeowners of property contiguous to any alleyway could petition the County for a quit-claim deed to ½ of the depth of the alleyway abutting their property. The ordinance outlines the specific reasons for council's actions. The County, over the years, has quit-claimed many alleyways to contiguous property owners.

Ms. Terracio has since received an amended request from Ms. Hendley to add her husband to the deed and use her legal name.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

#### ATTACHMENTS:

1. Ordinance
2. Ord 1003-82HR (Olympia Alleyway ord)
3. Quit-claim to Viola K. Hendley and J. Scott Hendley

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-21HR

AN ORDINANCE AUTHORIZING A QUIT CLAIM DEED TO VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET).

NOW THEREFORE, 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 quit claim deed to VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET), as specifically described in the deed entitled "Quit Claim Deed", 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 \_\_\_\_\_, 2021.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Onley  
Interim 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:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 1003-82HR

AN ORDINANCE AUTHORIZING CERTAIN RICHLAND COUNTY LANDOWNERS TO APPLY TO THE COUNTY GOVERNMENT FOR QUIT CLAIM DEEDS IN THE OLYMPIA COMMUNITY.

Whereas, certain alleyways in the so-called Olympia community of Richland County have been abandoned by their owners, have become overgrown and unused by the general public, and since Richland County has determined that the alleys cannot be used for any legitimate public purpose.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Purpose and Intent.

In order to resolve the current confusion in the Olympia community of Richland County as to the ownership and proper use on the number of alleys that run between and behind the residences of the Olympia community, and to recruit the participation of the land owners of the Olympia community in eliminating a public eye sore and nuisance, this ordinance is enacted.

SECTION II. Procedure for Application for Quit Claim Deeds.

Any person who holds fee simple title to any residential lot in the so-called Olympia community of Richland County, may apply to the Office of the Richland County Administrator for a quit-claim deed, whereby the County shall convey any interest it may have to the applicant; provided that no property owner may apply for an interest in an alley greater than one-half (1/2) of the depth of the alley contiguous to his/her lot.

SECTION III. Legal Status of Olympia Alleys.

Richland County does not claim a fee simple interest in any of the Olympia alleys, but, since, the alleys have been abandoned by their owners and have fallen into general public use, the County could claim some interest by law or equity, in such alleys.

The enactment of this ordinance is not designed to assert title on the part of Richland County, but merely to expedite the conveyance of whatever interest the County may have, if any.

SECTION IV. Separability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and

clauses shall not be affected thereby.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after December 15, 1982.

RICHLAND COUNTY COUNCIL

BY: *John V. Green*  
John V. Green, Chairman

ATTEST this the 13<sup>th</sup> day of April, <sup>1983</sup> 1982.

*Brenda Fuller*  
CLERK OF COUNCIL



APR 13 1983



This conveyance being made subject to any existing easements, conditions, and restrictions of record affecting the premises above described and conveyed.

DERIVATION: Derivation on quitclaim deed not required under Section 30-5-35 of S.C. Code Ann. (1976) as amended.

TMS# 08816-02-15

GRANTEE’S ADDRESS: 104 Alabama Street  
Columbia, South Carolina 29201

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assign, forever, so that neither the said Grantor, nor Grantor’s successors or assigns, nor any other entities or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS HEREOF, RICHLAND COUNTY, SOUTH CAROLINA, pursuant to due authority, has duly executed this deed, this \_\_\_\_\_ day of April, 2021.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
WITNESS NO. 1

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
WITNESS NO. 2

ATTEST: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )        PROBATE

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, deposes and says that s/he saw the within named Grantor, pursuant to due authority, sign, seal and as Grantor’s act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that s/he with the other witness whose name appears above, witnessed the execution thereof.

\_\_\_\_\_  
WITNESS NO.1

SWORN to before me  
This \_\_\_\_ day of April, 2021.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

Animal Care IGA w/ Arcadia Lakes

**Notes:**

April 27, 2021 – The A&F Committee recommended Council approve the intergovernmental agreement with the Town of Arcadia Lakes. This intergovernmental agreement will replace the agreement previously entered into with the Town for animal care services.





**Agenda Briefing**

<b>Prepared by:</b>	Sandra Haynes	<b>Title:</b>	Director
<b>Department:</b>	Animal Services	<b>Division:</b>	Animal Care
<b>Date Prepared:</b>	April 12, 2021	<b>Meeting Date:</b>	April 27, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 14, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 14, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 14, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Intergovernmental Agreement with the Town of Arcadia Lakes		

**STAFF'S RECOMMENDED ACTION:**

Staff recommends the approval of the intergovernmental agreement with the Town of Arcadia Lakes. This intergovernmental agreement will replace the agreement previously entered into with the Town for animal care services.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Currently, there are no funds explicitly dedicated to the budget for the intergovernmental agreement. An amendment is not necessary to carry out the duties associated with the intergovernmental agreement.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

None applicable

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### **STRATEGIC & GENERATIVE DISCUSSION:**

On November 5, 1979, Richland County entered into an agreement with the Town of Arcadia Lakes to provide animal care services. This agreement was entered upon the Town of Arcadia Lakes' desire to provide uniformity of animal control regulations in the best interest of its citizenry's health, safety, and general welfare. The agreement empowered Richland County Animal Care Officers to enforce the Town of Arcadia Lakes' animal control ordinance within its jurisdiction, provided that citations would be issued based on the Town of Arcadia Lakes code.

This agreement remained in effect until January 13, 2015; the Town of Arcadia Lakes revised the terms for practicality. The Town of Arcadia Lakes adopted the Richland County Animal Care Ordinance which effectively allows County Animal Care Officers to enforce and issue citations under Chapter 5 of the Richland County Ordinance. The Town of Arcadia Lakes desired to keep Town of Arcadia Lakes Ordinance Section 6-201, which restricts the keeping of hogs, pigs, cows, horses, goats, sheep, or chickens within the Town. The term of this agreement has expired.

The Town of Arcadia Lakes wishes to enter into a new agreement with a ten-year term. The Town of Arcadia Lakes did not request any other changes to the agreement.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

#### **ATTACHMENTS:**

1. Intergovernmental Agreement



and issuing tags. The County shall retain all payments received for pet licenses within the Town.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contracted with or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in its applicable veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals pursuant to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto. The parties agree that the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201, which prohibits hogs, pigs, cows, horses, goats, sheep or chickens within the Town, and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.

3. Except as noted in Paragraph 2 above, in any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.

4. This Agreement shall have a term of ten (10) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Arcadia Lakes.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is

assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. Nothing contained herein shall be interpreted to supersede agreements of intergovernmental matters between the Town and County, not otherwise addressing animal control as contemplated within this agreement.

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: Paul Livingston, Richland  
County Council Chairperson

**TOWN OF ARCADIA LAKES**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

Department of Public Works – Solid Waste & Recycling Division – Award of a contract for Landfill Gas Control System

**Notes:**

April 27, 2021 – The A&F Committee recommended approve the award of a contract for construction of a Landfill Gas Control System on Phase 2 and 3 of the Richland County Landfill (SC DHEC Permit 401001-1101) to Advance One Development, LLC in the amount of \$796,209.75, with an additional \$37,914.75 for contingency.

**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



**Agenda Briefing**

<b>Prepared by:</b>	Jennifer Wladischkin	<b>Title:</b>	Manager of Procurement
<b>Department:</b>	Finance	<b>Division:</b>	Procurement
<b>Date Prepared:</b>	March 31, 2021	<b>Meeting Date:</b>	April 27, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 12, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 12, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 12, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Award of a contract for Landfill Gas Control System		

**STAFF’S RECOMMENDED ACTION:**

Staff recommends that Richland County Council approve the award of a contract for construction of a Landfill Gas Control System on Phase 2 and 3 of the Richland County Landfill (SC DHEC Permit 401001-1101) to Advance One Development, LLC in the amount of \$796,209.75, with an additional \$37,914.75 for contingency.

**Request for Council Reconsideration:**  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The project is funded through a General Obligation (GO) Bond and the Solid Waste budget. No additional funds are required. The Purchase Request (PR) number is R2101676.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

South Carolina Solid Waste Management Plan, R.61-107.19 Part V, Subparts C –

“c. Any permit issued under this section shall include such terms and conditions at least as protective as the criteria for Class Three landfills to assure protection of human health and the environment. Such permits shall: (1) Provide for the construction and operation of such facilities as necessary, for not longer than two years, unless renewed in writing by the Department; (2) Provide that the landfill receive only those types and quantities of municipal solid waste and nonhazardous wastes that the Department deems appropriate for the purposes of determining the efficacy and performance capabilities of the technology or process; (3) Include such requirements as necessary to protect human health and the environment, including such requirements as necessary for testing and providing information to the Department with respect to the operation of the facility; (4) Require the permittee of a Class Three landfill permitted under this section to submit an annual report to the Department showing whether and to what extent the site is progressing in attaining project goals. The report will also include a summary of all monitoring and testing results, as well as any other operating information specified by the Department in the permit; and, (5) Require compliance with all criteria in this part, except as permitted under this section.”

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

R.61-107.19 requires all permitted Class 2 & 3 Waste Management Disposal Facilities (Landfills) to conduct quarterly methane monitoring in accordance with the approved Revised Methane Monitoring Plan. During the third quarter of 2015, MM-13 and MM-15 began to show elevated methane readings requiring further investigation. The wells showing elevated readings are in an existing Volatile Organic Groundwater Plume. In a phased approach for better understanding, Phase 1 consisted of methane measurements in the existing passive vent system and the evaluation of that data. While some of the readings from the passive system exhibited lower methane concentrations, it was determined that the passive system was not able to penetrate the original clay cap and provide accurate readings. Wells penetrating the gas interceptor trench were exhibiting higher than expected methane readings indicating that gas migration was happening from the North, flowing to the South.

Phase 2 was then implemented. Phase 2 involved the installation of additional methane monitoring wells that did penetrate the clay cap and analyzing that data. Information derived from the sampling of those new wells confirmed the earlier suspicion of migrating methane. Phase 3 consisted of soil gas sampling from the area with the highest concentrations. Methane and non-methane Volatile Organic Compounds (VOCs) were discovered in numerous samples. The VOCs detected were observed in the soil as well as aqueous samples indicating the transition from a gas to the groundwater. This information validates the original theory that the methane is migrating laterally across the landfill and



impacting groundwater. This makes a mechanical removal of the gas (Landfill Gas Control System) necessary to remove the methane as it is generated and relieve the pressure from the groundwater layer.

The installation and operation of the Gas Control System will allow Richland County to maintain compliance with the Solid Waste Management Regulation R.61-107.19 Part V, Subparts C and E. The Landfill Gas Control System will mitigate the migration of methane and non-methane VOCs. This system will remove the primary source of groundwater contamination at the landfill. Without the installation of the Gas Control System, methane will continually build and migrate. This will allow the transition from a gas to the aqueous layer (groundwater) beneath the landfill and offsite beyond the landfill boundaries. Without the system, Richland County is potentially exposing itself to expensive ground water remediation depending on how far the plume continues to move.

The information obtained from monitoring the situation, recommendations from the Consulting Group and SC DHEC all conclude that installation of the Landfill Gas Control System will alleviate a significant portion of VOC contamination while removing the migrating gas before it can contribute to groundwater pollution.

Request for Bids RC-402-B-2021 was issued on February 19, 2021. Four bids were received on March 23rd. Both the engineer for the project and Procurement concur that Advance One Development, LLC is the lowest responsive, responsible bidder.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None

**ATTACHMENTS:**

1. Bid Tabulation
2. Landfill Gas System Drawing

# Attachment 1

RC-402-B-2021

Landfill Gas Expansion Project

	<b>Advance One Development, LLC</b>	<b>Blue Flame Crew, LLC</b>	<b>Carlson Environmental Consultants, PC</b>	<b>scs field services</b>
<b>Total Cost</b>	\$ 796,209.75	\$ 1,200,444.0	\$ 941,409.0	\$ 839,125.35



# Attachment 2

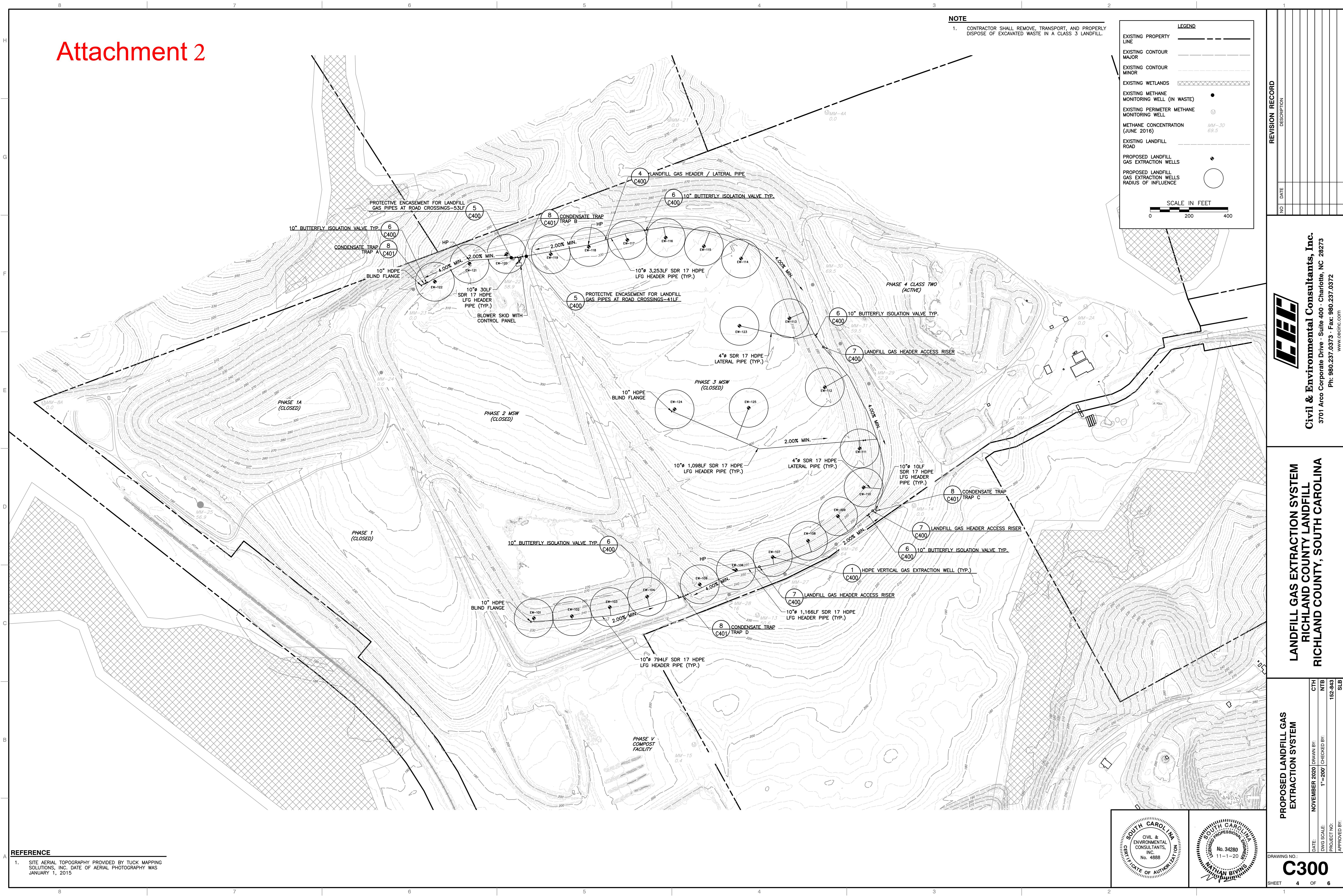
**NOTE**

- CONTRACTOR SHALL REMOVE, TRANSPORT, AND PROPERLY DISPOSE OF EXCAVATED WASTE IN A CLASS 3 LANDFILL.

**LEGEND**

- EXISTING PROPERTY LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING WETLANDS
- EXISTING METHANE MONITORING WELL (IN WASTE)
- EXISTING PERIMETER METHANE MONITORING WELL
- METHANE CONCENTRATION (JUNE 2016)
- EXISTING LANDFILL ROAD
- PROPOSED LANDFILL GAS EXTRACTION WELLS
- PROPOSED LANDFILL GAS EXTRACTION WELLS RADIUS OF INFLUENCE

SCALE IN FEET  
0 200 400



**REFERENCE**

- SITE AERIAL TOPOGRAPHY PROVIDED BY TUCK MAPPING SOLUTIONS, INC. DATE OF AERIAL PHOTOGRAPHY WAS JANUARY 1, 2015

**REVISION RECORD**

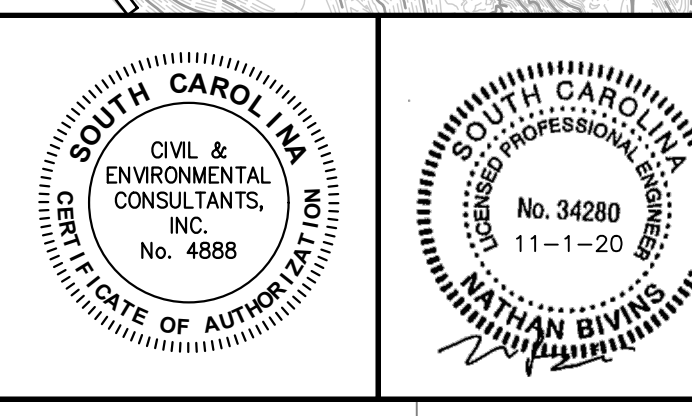
NO.	DATE	DESCRIPTION

**C&E**  
**Civil & Environmental Consultants, Inc.**  
 3701 Arco Corporate Drive - Suite 400 - Charlotte, NC 28273  
 Ph: 980.237.0373 - Fax: 980.237.0372  
 www.ceinc.com

**LANDFILL GAS EXTRACTION SYSTEM  
 RICHLAND COUNTY LANDFILL  
 RICHLAND COUNTY, SOUTH CAROLINA**

**PROPOSED LANDFILL GAS EXTRACTION SYSTEM**

DATE: NOVEMBER 2020 | DRAWN BY: CTH | DATE: NOVEMBER 2020 | DRAWN BY: NTF  
 DWG SCALE: 1"=200' | CHECKED BY: 152-843 | PROJECT NO: 152-843 | SHEET: 4 OF 6





## Richland County Council Request for Action

**Subject:**

Department of Public Works – Engineering Division – CTC Funding Request for Intersection Improvements at Hobart and Farrow Roads

**Notes:**

April 27, 2021 – The A&F Committee recommended Council approve a project to improve the intersection of Hobart and Farrow Roads and to submit a project funding request to the County Transportation Committee (CTC).



**Agenda Briefing**

<b>Prepared by:</b>	Stephen Staley, PE		<b>Title:</b>	County Engineer	
<b>Department:</b>	Public Works (DPW)	<b>Division:</b>	Engineering		
<b>Date Prepared:</b>	April 2, 2021	<b>Meeting Date:</b>	April 27, 2021		
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	April 13, 2021	
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	April 13, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	April 13, 2021	
<b>Approved for consideration:</b>	Assistant County Administrator	<b>John M. Thompson, Ph.D., MBA, CPM</b>			
<b>Committee</b>	Administration & Finance				
<b>Subject:</b>	CTC Funding Request for Intersection Improvements at Hobart and Farrow Roads				

**STAFF’S RECOMMENDED ACTION:**

The Engineering Division Staff of the Department of Public Works (DPW) is seeking approval from County Council for a project to improve the intersection of Hobart and Farrow Roads and to submit a project funding request to the County Transportation Committee (CTC).

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This project is estimated to cost approximately \$1,000,000. If the project is approved by County Council, a “C” Fund Grant from the County Transportation Committee (CTC) will be requested.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

Non-applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin; however, it does relate to a County project to improve access to the nearby Brookhaven neighborhood.

Council Member	
Meeting	
Date	

## STRATEGIC & GENERATIVE DISCUSSION:

These improvements are necessary due to the existing Hobart Road realignment and new rail crossing project that will be under construction in the future. Once this realignment takes place, a recently-completed study shows a large increase in traffic at this intersection. This intersection will need turn lanes and traffic signals to compensate for the increase. A sketch of the proposed improvements and a preliminary cost estimate are attached.

In northeast Richland County, the Norfolk Southern Railroad line presents a traffic barrier between I-77 and Richland School District Two facilities on the west side and Longtown, Lake Carolina, and numerous other communities on the east side. As a result, traffic is concentrated at two major crossings of the Norfolk Southern line: Clemson Road and Rimer Pond Road. Hobart Road provides a third, additional connection between Longtown Road and Farrow Road (SC 555) that provides the next largest roadway network connection to these communities.

Hobart Road is a two-lane, state-maintained facility (S-40-2074) with a posted speed limit of 45 miles per hour (mph) from Farrow Road to the first of two Norfolk Southern, at-grade rail-highway crossings (Federal Railroad Administration [FRA] crossing number 916959N). Hobart Road extends eastward approximately 2,400 feet before a series of reverse curves in the form of 90 degree turns to the north and east. At crossing number 916959N, there is an industrial spur track at the beginning of the second 90 degree turn to the east. After this crossing, the road transitions ownership to Richland County and crosses the Norfolk Southern R-mainline track (FRA crossing number 715906J) and provides a connection to the Brookhaven subdivision via Murchison Drive and Wilkinson Drive.

Based on the June 28, 2018 FRA crossing inventory form, Norfolk Southern Railroad operates 14 trains per day through the crossing number 715906J (mainline track) with a typical operating speed of 30 to 40 mph (however, the maximum operating speed for this crossing is 50 mph). A review of the FRA crash history database revealed an August 4, 2008 crash report detailing a fatal train/auto collision resulting in two fatalities and two injuries at the crossing. An FRA Inventory for crossing number 916959N (industrial spur track) of November 8, 2016 does not indicate any train activity over the crossing, and there are no recorded crashes at this crossing. Both crossings are currently controlled by a crossbuck (R15-1) and a STOP (R1-1) Sign on each approach. A photo from the project site visit is included in Figure 1.2.

The residential development adjacent to and east of the Norfolk Southern Railroad track starting in 2004 transformed the previously rural land use to residential, placing a significant traffic demand on the roadway network and Hobart Road to provide an east – west connection across the Norfolk Southern rail line.

## ADDITIONAL COMMENTS FOR CONSIDERATION:

Currently, the Engineering Division Staff is finalizing the plans for the Hobart Road relocation. Construction could be underway as soon as late 2021. The timing of this construction with the Hobart and Farrow Roads intersection construction is critical as both projects should be coordinated and brought on line simultaneously.

**ATTACHMENTS:**

1. Existing Site Images
2. Preliminary layout sketch
3. Preliminary cost estimate

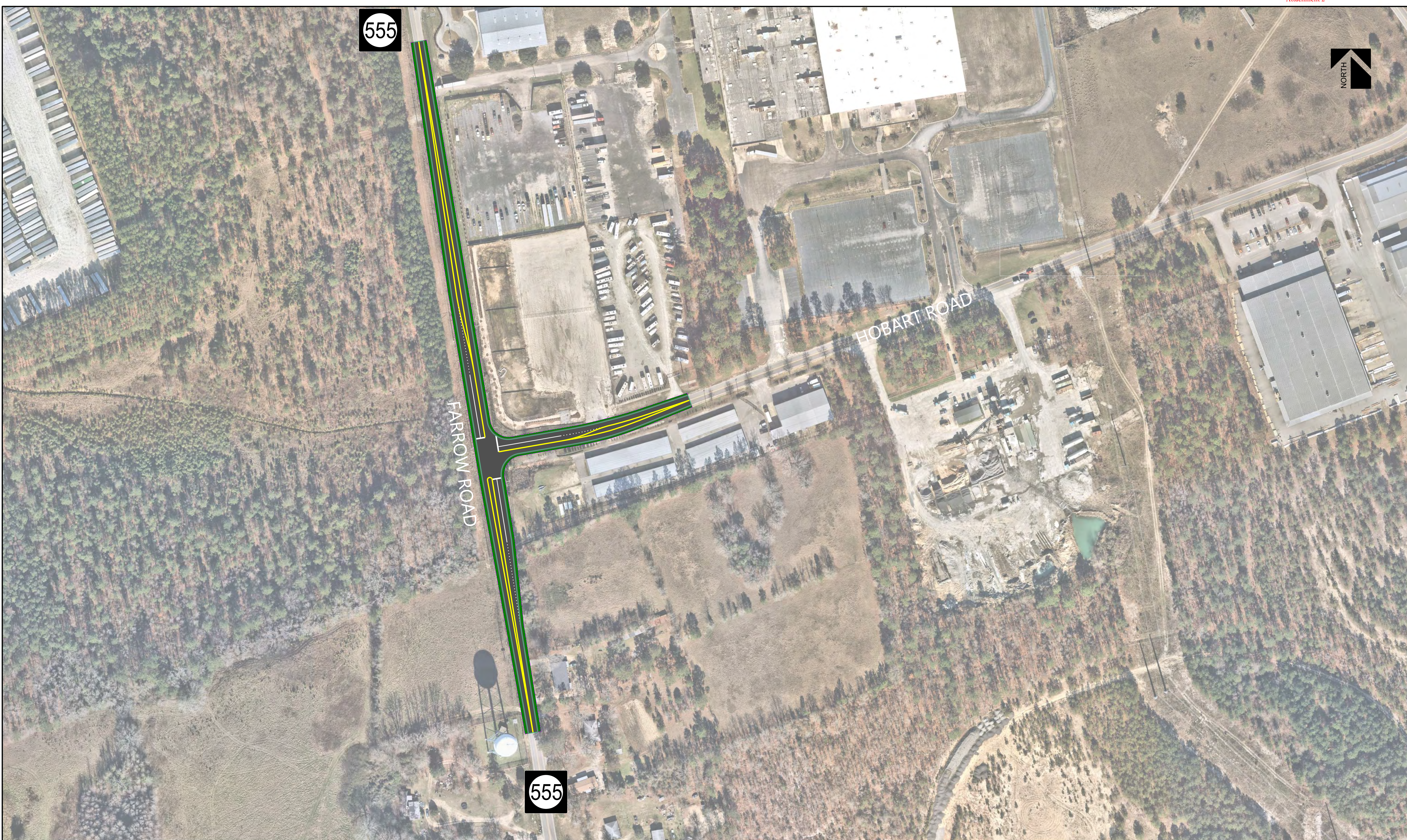


**Hobart Road at Farrow Road Intersection**



**Hobart Road Railroad Crossings**





555

555

FARROW ROAD

HOBART ROAD





**Route:** SC 555 (Farrow Road) at S-2074 (Hobart Road)  
**From:**  
**Description:** Intersection Improvements  
**Date:** 1.15.2020  
**Prepared By:** Kimley-Horn  
**Requested By:**

<b>OPINION OF PROBABLE CONSTRUCTION COST</b>	
<b>\$</b>	<b>918,000.00</b>

Item No.	Description	Quantity	Unit	Price	Amount
1031000	Mobilization	1	LS	\$ 69,489.18	\$ 69,489.18
1032010	Bonds and Insurance	1	LS	\$ 7,991.26	\$ 7,991.26
1050800	Construction Stakes, Line & Grade	1	LS	\$ 3,474.46	\$ 3,474.46
1071000	Traffic Control	1	LS	\$ 69,489.18	\$ 69,489.18
1080300	CPM Progress Schedule	1	LS	\$ 694.89	\$ 694.89
2011001	Clearing and Grubbing within Right-of-Way	1	LS	\$ 13,897.84	\$ 13,897.84
2012001	Clearing & Grubbing Within Roadway	1	LS	\$ 10,423.38	\$ 10,423.38
3100320	Hot Mix Asphalt Base Course - Type B	1,460	TON	\$ 70.00	\$ 102,200.00
4011004	Liquid Asphalt Binder, PG 64-22	170	TON	\$ 555.00	\$ 94,350.00
4020320	Hot Mix Asphalt Intermediate Course - Type C	430	TON	\$ 55.00	\$ 23,650.00
4030340	Hot Mix Asphalt Surface Course - Type C	940	TON	\$ 65.00	\$ 61,100.00
	Grading	1	LS	\$ 55,591.34	\$ 55,591.34
	Signing and Striping	1	LS	\$ 20,846.75	\$ 20,846.75
	Traffic Signals	1	LS	\$ 120,000.00	\$ 120,000.00
	Erosion Control	1	LS	\$ 20,846.75	\$ 20,846.75
	Drainage	1	LS	\$ 20,846.75	\$ 20,846.75

<b>Sub-total:</b>	.....	\$ 694,891.77
<b>Misc (20%)</b>	.....	\$ 138,978.35
<b>Construction Cost</b>	.....	\$ 833,870.13
<b>CE&amp;I (10%)</b>	.....	\$ 83,387.01
<b>Total Cost</b>	.....	\$ 917,257.14
<b>Design Cost</b>	.....	\$ 128,416.00

1. No right-of-way acquisition costs have been included in this estimate.
2. No stream impact/mitigation costs have been included in this estimate.
3. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

## Richland County Council Request for Action

**Subject:**

Department of Public Works – Engineering Division – DHEC Grant Administration for Springwood Lake Community

**Notes:**

April 27, 2021 – The A&F Committee recommended Council to accept and administer a \$500,000 grant from SCDHEC for infrastructure improvements to stormwater and drainage systems in the Springwood Lake Neighborhood, contingent upon review by the Legal Department.



**Agenda Briefing**

<b>Prepared by:</b>	Stephen Staley, PE		<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works (DPW)	<b>Division:</b>	Engineering (EGR)	
<b>Date Prepared:</b>	April 5, 2021	<b>Meeting Date:</b>	April 27, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	April 21, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	April 13, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	April 13, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
<b>Committee</b>	Administration & Finance			
<b>Subject:</b>	SCDHEC Grant Administration for Springwood Lake Community			

**STAFF’S RECOMMENDED ACTION:**

The staff of the Engineering Division of the Department of Public Works are seeking approval from County Council to accept and administer a \$500,000 grant from SCDHEC for infrastructure improvements to stormwater and drainage systems in the Springwood Lake Neighborhood.

**Request for Council Reconsideration:**  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The grant amount for this project is \$500,000 and is provided by SCDHEC. A copy of the Draft SCDHEC Grant Pass-Through Agreement is included as an attachment. The County staff will limit the work to the scope that is covered by the grant amount. This will include replacing drainage pipes at two locations, Overpond Road and Creekwood Drive. The SC Department of Transportation will complete road base and pavement work which we have defined as beyond the grant scope and is needed to restore the use of Overpond Road and Creekwood Drive that have been closed since the 2015 flood. The neighborhood desires additional work on the ponds that they will be responsible to complete. Operation and maintenance of the roads will remain with SCDOT, operation and maintenance of the drainageways will remain with the HOA.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

The County Attorney’s Office has reviewed the Agreement and has noted some issues. If Council approves the Grant, the County Attorney’s Office asks that approval be with the proviso the office be able to work with the department and DHEC to ensure the agreement accurately reflects the agreed upon actions and timeframes.

**REGULATORY COMPLIANCE:**

Non-applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### **STRATEGIC & GENERATIVE DISCUSSION:**

A meeting was held with neighborhood residents on March 9, 2021. Attendees included Councilmember Barron, Director Maloney, County Engineer Staley, and SCDOT Resident Maintenance Engineer Magwood and various residents from the neighborhood. The purpose of the meeting was to understand the goals of the neighborhood and to develop a realistic scope for the project.

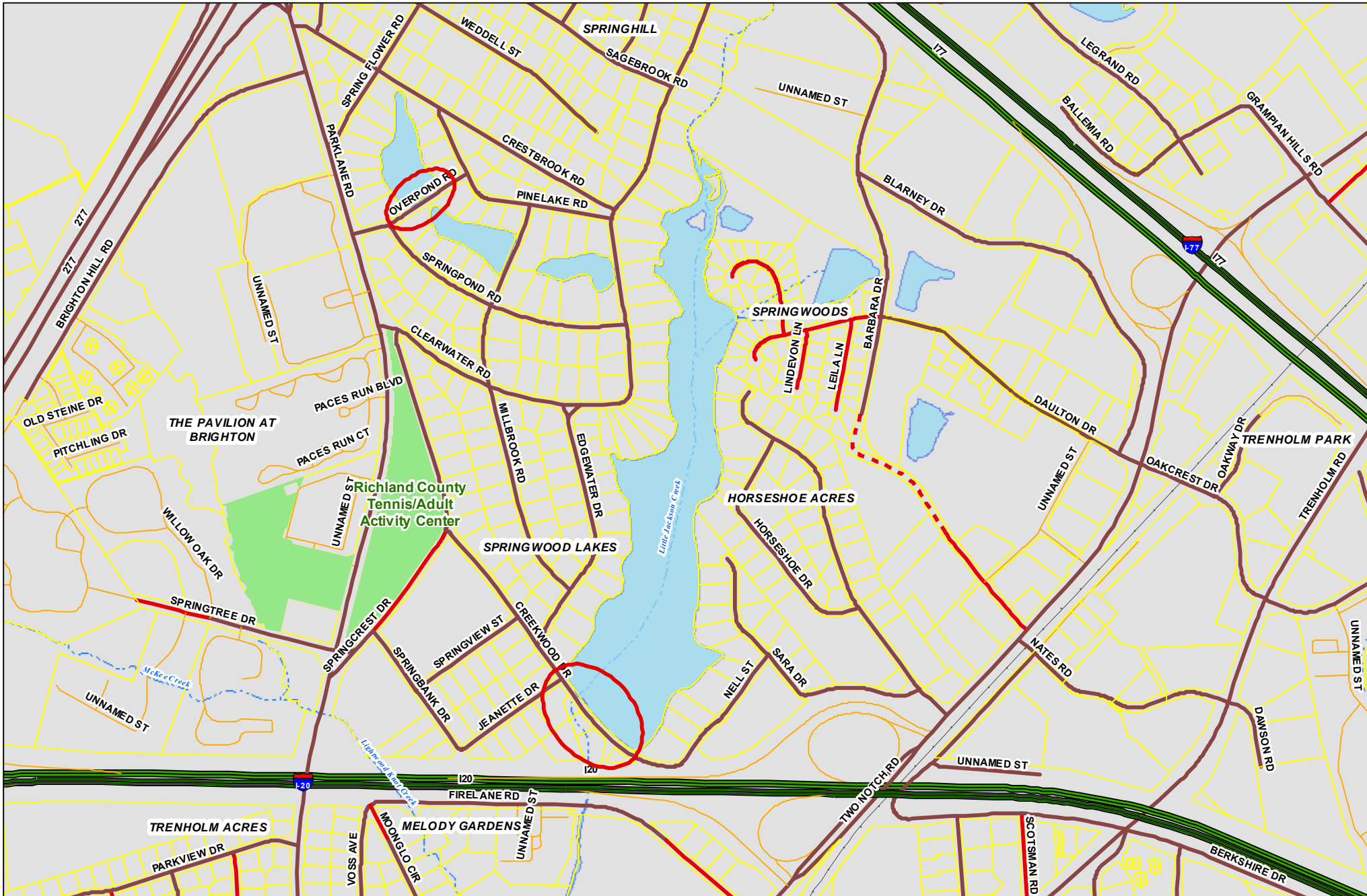
#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

Please see the attached meeting minutes that further define the scope of the work and responsibilities of each entity.

#### **ATTACHMENTS:**

1. Area Map
2. Draft SCDHEC Grant Pass-Through Agreement
3. Neighborhood Meeting Minutes

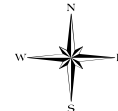
# Springwood Lake



## Legend

- |           |                 |            |
|-----------|-----------------|------------|
| Parcels   | Other           | SCDOT      |
| Waterbody | County Paved    | Interstate |
| Streams   | County Unpaved  | Proposed   |
|           | Private / Other | None       |

**Note: Areas circled in red indicate where majority of work will take place.**



**DISCLAIMER:** This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

**PROPRIETARY INFORMATION:** Any resale of this information is prohibited, except in accordance with a licensing agreement.

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Richland County Public Works  
400 Powell Rd.  
Columbia, SC 29205





## PASS-THROUGH AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

**Richland County, SC**

This Agreement by and between the South Carolina Department of Health and Environmental Control (DHEC) and Richland County, SC existing under the laws of South Carolina, is to provide for the distribution of funds \$500,000 (the Funds) appropriated in 2019 H4000, Part IB, Section 34.

The parties agree as follows:

A. STATEMENT OF PURPOSE:

The purpose of the agreement is to provide funding to Richland County, SC in support of infrastructure improvements to stormwater and drainage systems. Recipient will use the funds as outlined in the supporting documents. This agreement furthers DHEC's statutory mission as authorized in South Carolina Code Section 48-1-10 to 48-1-350.

B. SCOPE OF SERVICES:

The Recipient shall utilize the funds to make infrastructure improvements to stormwater and drainage systems in the Spring Wood Lake Community as outlined in supporting documents.

C. TERM:

This Agreement shall be effective upon signature and shall terminate on June 30, 2021. Recipient's obligations under this Agreement shall survive termination.

D. PAYMENT:

1. Recipient shall submit a written request for payment not to exceed \$500,000 and shall include with the request, as required by Proviso 117.21:
  - a. An accounting of how the Funds will be spent (Planned Expenditure Summary); goals to be accomplished, proposed measure to evaluate success in implementing and meeting the goals.
  - b. A copy of the adopted budget for the current year (Funds Budget)



- c. A copy of Recipient's most recent operating financial statement.
2. Upon receipt and review of the Planned Expenditure Summary, Funds Budget, and financial statements, DHEC will transmit the funds to Recipient by check delivered to:

Gretchen Barron, District 7  
Richland County  
Administration Building  
2020 Hampton Street  
4<sup>th</sup> Floor Room 4036  
Columbia, SC 29201  
Email: barron.gretchen@richlandcountysc.gov

3. Source of Funds: State funds made available in the FY 20 Appropriations Act from Systems Upgrades as a one-time distribution per legislative direction, effective July 1, 2019. DHEC's Point of Contact for financial information regarding payments made under this Agreement:

~ Bruce C. Busbee, Director  
Budgets and Financial Planning  
SCDHEC  
2600 Bull Street  
Columbia, SC 29201

E. REPORTING REQUIREMENTS:

By June 30<sup>th</sup>, 2021, Recipient shall submit to DHEC a report containing a detailed accounting of its use of the Funds, the services completed, and the outcome measures used to determine the success of the stated goals in sufficient detail for DHEC to determine Recipient's compliance with the Scope of Services set forth in Paragraph B above.

F. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:

- a. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Recipient shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.
- b. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal grant agreements or `s, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations.
- c. If Recipient, Recipient's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull

Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Recipient is required to inform Recipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Recipient must also inform recipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- G. USE OF FUNDS: Recipient will not use, expend, or allow use or expenditure of the Funds for any purpose not authorized in this Agreement. Unexpended funds distributed pursuant to this Agreement may be carried forward to succeeding fiscal years and expended for the same purposes.
- H. NON-DISCRIMINATION: Recipient represents and agrees that it does not and will not practice discrimination, or use the Funds for purposes which discriminate, against persons by virtue of race, creed, color or national origin.

The parties to the Agreement hereby agree to any and all provisions of the Agreement as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND ENVIRONMENTAL CONTROL

RECIPIENT NAME

BY: \_\_\_\_\_  
Bruce C. Busbee  
Director of Budgets and Financial  
Planning

BY: \_\_\_\_\_  
[Title]  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS:  
SC DHEC – Office of Budgets and Financial  
Planning  
2600 Bull Street  
Columbia, SC 29201  
Phone: 803-898-3388  
Fax: 803-253-7637

MAILING ADDRESS:

Phone: ( ) \_\_\_ - \_\_\_\_

Fax: ( ) \_\_\_ - \_\_\_\_

Email: \_\_\_\_\_

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID # \_\_\_\_\_

TYPE OF ENTITY (check one):

Corporation

LLC

Partnership

Nonprofit organization  
x Government agency or political subdivision –  
specify State if not SC:

\_\_\_\_\_

Other Governmental body (specify)

\_\_\_\_\_

Individual/sole proprietor

Other (specify)

\_\_\_\_\_

If a corporation or LLC:  
State of incorporation/organization:

\_\_\_\_\_

Registered agent and address in South Carolina:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCDLLR or other license #

\_\_\_\_\_

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS  
MANAGER.

\_\_\_\_\_  
Francine Miller  
DHEC Contracts Manager

DATE: \_\_\_\_\_

**Springwood Lake Area United Neighbors Meeting  
Pass Through Agreement between South Carolina Department of Health and Environmental Control  
March 9, 2021**

Attendance: Members of the neighborhood, Homeowner's Association Leadership, Councilmember Barron, Tony Magwood with SCDOT, Stephen Staley and Mike Maloney with Richland County

Goals and Scoping

- A. Purpose – The agreement accompanies funding to Richland County, SC in support of infrastructure improvements to stormwater and drainage systems. The County will use the funds as outlined in the supporting documents, i.e. an accounting how the funds will be spent, goals to be accomplished, proposed measure to evaluate success in implementing and meeting the goals.
- B. Two main goals were identified at the Neighbors Meeting.
  - a. Goal 1 – Reopen the roads.
  - b. Goal 2 – Reestablish Hydrology of the ponds. That is, restore the normal pool of water that previously existed in the ponds.
- C. Spending Capability based on the \$500,000 grant.
  - a. The grant is sufficient for Goal 1, to reopen the roads.
    - i. We estimate adding a new culvert to the Creekwood Drive Dam and Overpond Road Dam will use all of the grant funding.
    - ii. The County Engineer arranged a meeting with a consultant who previously reviewed the problems with the larger of two failed dams. The larger dam provides control for Springwood Lake. His estimate is slightly above \$1,000,000 to provide restoration of the dam for the road re-opening and to restore Springwood Lake normal operating pool.
- D. Scope – The County will utilize the funds to make infrastructure improvements to stormwater and drainage systems in the Spring Wood Lake Community.
  - a. Opening the two roads that remain closed in the community, Overpond Road and Creekwood Drive
    - i. The funding will be spent sizing, designing, and constructing a new concrete drainage pipe under each road crossing.
    - ii. The drainage on Overpond Road will also require better accommodation than previously existed for intake of stormwater.
    - iii. The South Carolina DOT will restore the road materials and complete the road connections in order to open the two roadways.
- E. Out of Scope Items - The community will need to work with other funding sources to restore the normal operating pools of the ponds in the community.
  - i. Using other funding such as a Small Business Loan, the community may install improvements that restore the hydrology to improve the lot values in the community.
  - ii. We estimate this out of scope work will be in excess of \$500,000.
- F. Evaluation of Success
  - a. The two roads reopen for public use and there is continuity of drainage between basins.

## Richland County Council Request for Action

**Subject:**

Request from Chief Magistrate – Pontiac Magistrate Building Lease

**Notes:**

April 27, 2021 – The A&F Committee recommended Council to approve the lease for 161 Pontiac Business Center Drive, contingent upon review by the Legal Department.



**Agenda Briefing**

<b>Prepared by:</b>	Chief Judge Tomothy Edmond		<b>Title:</b>	Chief Magistrate
<b>Department:</b>	Central Court	<b>Division:</b>		
<b>Date Prepared:</b>	March 26, 2021	<b>Meeting Date:</b>	April 27, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	April 13, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	April 19, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	April 13, 2021
<b>Risk Management Review:</b>	Brittney Hoyle-Terry via email		<b>Date:</b>	April 13, 2021
<b>Operational Services Review:</b>	Randy Pruitt via email		<b>Date:</b>	April 17, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
<b>Committee</b>	Administration & Finance			
<b>Subject:</b>	Pontiac Magistrate New Lease			

**STAFF'S RECOMMENDED ACTION:**

Request for Council Reconsideration: Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The current rent for the Pontiac Magistrate Office is \$3,500 per month (\$42,000 per year). The new rent would increase to \$4,050 per month until March, 2025 (\$48,600 per year). It would then go up to \$4,600 per month (\$55,200). The additional new rent would be covered from the Magistrate Operating Budget.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

Attorney-client privileged information provided under separate cover.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### STRATEGIC & GENERATIVE DISCUSSION:

It is requested that the current Pontiac Magistrate Office be moved to a new leased property. This action is necessary because of the multiple issues with the current office and the need to move to a cleaner and safer office building. This proposal addresses the function of the Pontiac Magistrate.

The Pontiac Magistrate Office is located at 10509 Two Notch Road, Elgin, SC. The current office building is extremely old; there is no room for growth, and it is not conducive to a courthouse or a magistrate office. Flooding is a huge problem at that location. The office has been flooded several times, leading to damaged equipment, furnishing, and court records (see attached inspection report and photographs). There are also several security issues with the current location, and there are no secure doors and windows.

The new property to be leased is located at 161 Pontiac Business Center Drive, Elgin, SC. The building would be modified to accommodate a magistrate office and its staff with adequate space. The alternatives would be to either find a new leased building or to build a county owned Pontiac Magistrate. Both of these alternatives would cost more than the current proposal and further delay moving the Pontiac Magistrate.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

Per Director Randy Pruitt of Operational Services:

*I have concerns about sections 4.2 and 4.4.*

*4.2 states the County will be responsible for the replacement of the mechanical aspects of the facility. This should be worded better so that any item the tenant causes to fail due to neglect, the tenant will be held financially responsible for the repairs made by the Landlord. Other than that, the landlord is responsible for the preventative maintenance and repair/replacement of all mechanical systems, (i.e. HVAC, electrical, plumbing), to include ceiling mounted light fixtures that go bad at no one's control.*

*4.4 states that the tenant is responsible for the cleanliness of the interior and exterior of the facility. This should read that the landlord agrees to be responsible for the janitorial and grounds maintenance at no expense to the tenant as in the Waverly Magistrate lease.*

*By Ordinance, we cannot use County assets for the improvements of a leased facility.*

*As far as who pays for the utilities, the norm for a Class B property, depending on the lease amount, may fall under the responsibility of the Landlord.*

#### ATTACHMENTS:

1. New Lease (161 Pontiac Business Center Drive, Elgin, SC)
2. Inspection Report (Water damage)
3. Photographs of water damage (4)



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www.Trinity-Partners.com

**LEASE AGREEMENT**

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

This Lease made and entered into this 1<sup>st</sup> day of March 2021, by and between Woodcreek Business Park, LLC, (hereinafter referred to as "Landlord") and Richland County Magistrate (hereinafter referred to as "Tenant").

Dated for reference purposes as of March 1, 2021 (the "effective date").

**ARTICLE I  
DEFINED TERMS AND EXHIBITS**

**Section 1.1. Defined Terms.** Each reference in this Lease to any of the following terms shall mean and refer to the following:

- (a) Landlord: **Woodcreek Business Park, LLC**
- (b) Landlord's Address: 161 Pontiac Business Park, Suite 1012  
Elgin, SC 29045
- (c) Tenant: **Richland County Magistrate**
- (d) Tenants Address: 161 Pontiac Business Park, Suite 1020  
Elgin, SC 29045
- (e) Premises Address: 161 Pontiac Business Park, Suite 1020  
Elgin, SC 29045
- (g) Total Rentable SF of Leased Premises: 3600 square feet

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



- (h) Term: Thirty-six (36) months
- (i) Scheduled Term Commencement Date: March 1<sup>st</sup>, 2021
- (j) Security Deposit: NA
- (k) Monthly Rent: *See schedule section **(2.4 Rental)***
- (l) Liability Insurance Limits: \$1,000,000.00, combined single limit

**Section 1.2. Exhibits.** The following exhibits are attached to this Lease after the signatures and are incorporated herein by reference thereto.

Schedule A ..... Premises Description

**ARTICLE II**  
**PREMISES TERM, USE, RENT AND SECURITY DEPOSIT**

**Section 2.1. Premises.** For and in consideration of the mutual covenants and agreements herein contained, Landlord hereby leases and rents to Tenant, and Tenant hereby rents and leases from Landlord, subject to and with the benefit of the provisions of this Lease, the "Premises".

**Section 2.2. Description and Property (Definition).** The terms "Leased Property" or "Premises" shall mean and refer to the premises located at 161 Pontiac Business Center Drive, Suite 1020, (as shown on Exhibit A) located in the County of Richland, in the State of South Carolina, consisting of approximately +/-3,600sq ft of office space. The building Premises being shown as outlined on the attached plans and specifications, in addition to a non-exclusive right of ingress and egress to the building and all driveways, parking areas (parking area as shown on Exhibit A) and other common areas. It is understood and agreed that the driveways and parking area shown on the plans and specifications is for the use and benefit of Tenant, Landlord and any other Tenants occupying property of Landlord or occupying improvements to be added to the property by Landlord, to include Tenant(s) and Landlord.

**Section 2.3. Term.** The term of this Lease shall be thirty-six months (36) months total from the commencement date. The commencement date shall be March 1<sup>st</sup>, 2021.

**Section 2.4. Rental.** Tenant shall pay Landlord during the term of this Lease and without any setoffs or deductions whatsoever, as outlined below. Rent is due in advance on the first of each full month of the term and the appropriate fraction of a calendar month at the beginning and

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

end of the term without any prior notice or demand. See attached schedule. If any monthly installment of rent shall be unpaid on the fifth (5) business day of the month in which it is due, a delinquent charge of seven (7%) percent of the monthly rent shall be added as additional rent and become a part of all rents then due and shall be immediately payable by the Tenant to the Landlord. All past due installments of Monthly Rent, additional rent or other sums becoming due and payable to Landlord hereunder shall bear interest at the maximum lawful rate permitted by the laws of the State of South Carolina to be charged the Tenant, from due date until paid. See below Base Rent Table.

A. **Option Periods:** Tenant is granted one (1) two (2) year option to renew this Lease, provided the monthly Rental during the Option Period shall be as set forth as indicated below:. Tenant shall exercise each Option by providing Landlord with written notice of such election at lease one hundred and eighty (180) days prior to the expiration of the then current Lease Term.

Date	Monthly Rent	Annual Rent
3/1/2021 – 2/28/2022	\$4050.00	\$48,600
3/1/2022 – 2/28/2023	\$4,050.00	\$48,600
3/1/2023 – 2/28/2024	\$4,050.00	\$48,600

**Option Period**

Date	Monthly Rent	Annual Rent
3/1/2024 – 2/28/2025	\$4600	\$55,200
3/1/2025 – 2/28/2026	\$4,600	\$55,200

**Section 2.5. First Payment.** A security deposit of **\$0** and first-month's rent in the amount of **\$4,050.00** shall be due and payable to Landlord on the day this Lease is executed.

**Section 2.6. Security Deposit.** Intentionally Omitted

**Section 2.7. Use of Premises.** Tenant shall use the Leased Property for the purpose of **Judicial Purposes and Magistrates Office** and for such other lawful purposes as may be incidental thereto, and for no other purpose without the written consent of Landlord. Tenant agrees not to injure, overload or deface the Premises, the Parcel or the Building, nor to permit any auction sale, storage of inflammable fluids or chemicals, nuisance, or the emission of any objectionable noise or odor in the Premises, nor to permit any use of the Premises which is offensive or liable to invalidate or increase the premiums for any insurance on the Building or its contents, or liable to render necessary any alterations or additions to the Building. Tenant shall comply with all laws, ordinances, orders or regulations of any public authority for any use made by Tenant, and Tenant shall procure all licenses and permits so required for such use.

**Section 2.8. Common Area Maintenance (CAM) Charges and Other Charges.**  
Intentionally Omitted.

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



**ARTICLE III**  
**CONSTRUCTION**

**Section 3.1. Improvements.**

(a) **Right to make Improvements.** Tenant shall have the right to make non-structural alterations and additions to the interior of the Premises, in accordance with plans and specifications therefor, first approved by Landlord in writing, which approval shall not be unreasonably withheld. Tenant shall indemnify and hold harmless Landlord from and against any loss, cost, damage, injury or expense suffered by Tenant as a result of said work.

(b) **Title to Improvements.** All improvements and additions shall be part of the Premises, except such items as, by writing at the time of approval, the parties agree shall be removed by Tenant on termination of this Lease, or Landlord agrees in writing that Tenant may then elect to remove or lease. Unless otherwise agreed in writing by the parties, Landlord may require Tenant to remove any or all improvements installed by Tenant at Tenant's sole expense upon termination of this Lease. Tenant shall pay for the cost of removal and any damages caused by the same. If Tenant is in default under this Lease, Landlord is hereby granted a security interest in such improvements and additions as well as in Tenant's trade fixtures, equipment and furniture to secure the performance of Tenant's obligations hereunder. If Tenant is not in default hereunder and Tenant fails to remove the foregoing items which Tenant is permitted to remove on termination of this Lease, Landlord may keep and use them or remove any or all of them and cause them to be stored and sold in accordance with applicable law. Landlord may require Tenant to execute on demand any reasonable security agreement or UCC-1 form to evidence said security interest.

**Section 3.2. Mechanics Liens.** Tenant shall have no authority, express or implied, to create or place any lien or encumbrance, of any kind or nature whatsoever upon, or in any manner to bind, to interest of Landlord in the premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense, including without limitation all reasonable attorney's fees based on or arising out of asserted claims or liens against the leasehold estate or against the rights, titles and interest of the Landlord in the Premises or under the terms of this Lease.

**Section 3.3. Quality of Construction.** All work shall be done in a good and workmanlike manner and in compliance with all applicable laws and lawful ordinances, by-laws, regulations,

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

and orders of governmental authority and of the insurers of the Premises. Landlord assumes no liability for special, consequential or incidental damages of any kind. There are no representations, warranties or guarantees, express or implied, including warranties of merchantability or use of the Premises, except as are expressly set forth herein. Tenant hereby waives the benefit of any rule that disclaimers of warranty shall be construed against Landlord and agrees that the disclaimers in this Lease shall be construed liberally in favor of Landlord.

**ARTICLE IV**  
**SERVICES AND REPAIRS**

**Section 4.1. Improvements by Landlord.** Landlord shall maintain the utility connecting to the building grade and below the building grade, the roof, foundation,, gutters, downspouts and the structural soundness of the exterior walls (excluding all windows, window glass, plate glass and all doors and overhead doors) in good repair and condition except for reasonable wear and tear, Tenant shall repair and pay for any damage caused by Tenant's negligence or default. Tenant shall immediately give written notice to Landlord of the need for repairs, which repairs shall be made by Landlord beginning not more than fifteen (15) days after written notice by Tenant. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

A. Delivery of the Premises/Landlord's Work. Landlord shall deliver the Premises with: (i) all the work set forth on Exhibit B attached hereto completed; (ii) all operating systems for the Premises, including mechanical, plumbing, electrical and structural systems, in good working order; (iii) no cracks and/or damage to the plate glass and/or windows for the Premises; and (iv) all ingress and egress doors (and the applicable hardware) shall be in good working order and free of damage (collectively, "Landlord's Work"). Landlord further represents and warrants that access to the Premises from the parking lot/common areas of the Business Park is ADA compliant including any required curb cuts, ramps and handrails.

Prior to accepting delivery of the Premises from Landlord, Tenant shall have the right to inspect the Premises for the completion of Landlord's Work. If any of Landlord's Work is not substantially completed, then Tenant shall have the right to refuse delivery until such time as Landlord's Work is completed and Tenant has inspected and approved the same. Without waiving any of its rights hereunder, Tenant may, at its option, after inspection of the Premises choose to accept delivery even though Landlord's Work is not substantially completed and provide Landlord with a punch list of items which need to be completed in order for Landlord's Work to be substantially completed. Landlord, at its sole cost and expense, shall within ten (10) days of its receipt of Tenant's punch list perform any necessary repairs to substantially complete the same. As used herein, the term "substantially completed" shall mean all work set forth on Exhibit B and hereinabove as Landlord's Work has been completed and passed all required building inspections and the same has been accepted by Tenant which acceptance shall not be unreasonably withheld. If the Delivery Date does not occur within sixty (60) days of Landlord's receipt of a building permit for Landlord's Work (with Landlord agreeing to begin pursuing said building permit as of the Effective Date hereof and to provide Tenant a copy thereof within five (5) days of its

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



receipt of the same), Tenant may terminate the Lease at any time thereafter solely at its option and without penalty at any time prior to Landlord's delivery of the Premises to Tenant.

B. Tenant's Work. Upon completion of Landlord's Work, Tenant shall construct additional improvements to the Premises pursuant to Tenant's architectural drawings ("Tenant's Plans") attached hereto as Exhibit B-1 (all such work being hereinafter called "Tenant's Work"). **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LANDLORD HEREBY AGREES THAT TENANT'S PLANS ATTACHED HERETO AS EXHIBIT B-1 ARE APPROVED. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS LEASE AND TENANT'S PLANS, TENANT'S PLANS SHALL CONTROL.**

**Section 4.2. Repairs by Tenant.** Tenant shall, at its own risk and expense, maintain all other parts of the Premises excepting Landlords' obligations as stated in Section 4.1, good repair and condition (including all necessary replacements), including, but not limited to, windows, glass and plate glass, doors, interior walls and finish work, floors and floor covering, plumbing and HVAC. Tenant shall repair and pay for any damaged caused by it, the affirmative acts or negligence of Tenant, or its employees, agents or invitees or caused by Tenant's default hereunder. Should Tenant neglect to keep and maintain the Premises, keeping the outside clean and free of trash, etc., under this lease agreement, Landlord shall have the right after seven (7) days written notice, but not the obligation to have the work done and any reasonable costs therefor shall be charged to Tenant as additional rental and shall become payable by Tenant with the payment of the rental next due hereunder.

**Section 4.3. Requests to Landlord in Writing.** All requests for repairs or maintenance that are the responsibility of Landlord pursuant to any provision of this Lease must be made in writing to Landlord at the address set out herein.

**Section 4.4. Utilities and Janitorial Services.** Tenant covenants and agrees to be solely responsible and pay all charges for Janitorial, electricity, water, sewage, telephone, and or other utilities used or consumed on the Leased Property through the term of this Lease, or otherwise payment agreed upon between Landlord.

## **ARTICLE V** **INSURANCE**

(a) **Exculpation of Landlord.** Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives all claims against Landlord for damage to person or property arising for any reason, except that Landlord shall be liable to Tenant for damage to Tenant resulting from the acts and omissions of Landlord or its authorized representatives.

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



**Section 5.1. Indemnification of Landlord.** Tenant shall indemnify and hold Landlord and the Premises harmless from and against (a) any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any accident or other occurrence during the Term of this Lease occasioned by any act or omission of the Tenant, its officers, employees, agents, servants, subtenants, concessionaires, licensees, contractors, invitees or permitted, or arising from or growing out of the use, maintenance, occupation or operation of the Premises during the Term of this Lease, and (b) from and against all legal costs and charges, including reasonable attorney's fees, incurred in and about any of such matters and the defense of any action out of the same or in discharging the Premises or any part thereof from any and all liens, charges or judgments which may accrue or be placed thereon by reason of any act of omission of the Tenant; provided, however, that Tenant shall not be required to indemnify Landlord for any damage or injury of any kind arising as the result of Landlord's acts or those of its agents or employees.

**Section 5.2. Tenant's General Liability Insurance.** Tenant shall keep and maintain at its own cost public liability insurance with a single liability limit of \$1,000,000, insuring against all liability to Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises, driveways, parking areas and other common areas. All Public liability insurance shall insure performance by Tenant of the indemnity provisions herein. Landlord shall be included as additional insured. Tenant shall keep on file a current certificate of insurance with Landlord.

**Section 5.3. Tenant's Personal Property and Equipment Insurance.** Tenant shall be responsible for keeping and maintain at its own cost a policy for its' own personal property and equipment within the Leased Premises for the life of the Lease term.

All insurance required under 5.2 and 5.3 shall:

- (1) Be issued in the names of Landlord, Tenant, and Landlord's lender, as their interests appear;
- (2) Be issued by insurance companies authorized to do business in the State of South Carolina with a financial rating of at least an A+3A status as rated in the most recent edition of Best's Insurance Reports; and
- (3) Be issued as a primary policy.

**Section 5.6. Tenant's Insurance Certificates.** Tenant shall furnish to Landlord, upon the date of commencement of the Term of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy, a certificate of insurance issued by the insurance carrier of each policy of insurance carried by Tenant pursuant hereto. Said certificates shall expressly provide that such policies shall not be cancelable or subject to reduction of coverage or

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



otherwise by subject to modification except after thirty (30) day's prior to written notice by registered mail to the parties named as insureds in this Section 5.6. Landlord, its successors and assigns, and any entities holding any interest in the Premises, including, without limitations, any ground lessor and the holder of any fee or leasehold mortgage, shall be named as insureds under each such policy of insurance maintained by Tenant pursuant to this Lease.

**Section 5.7. Insurance Subrogation.** Any insurance carried by Tenant with respect to the Premises and property therein or occurrence thereon shall include a clause or endorsement denying to the insurer right of subrogation against Landlord to the extent rights have been waived by Tenant prior to occurrence of injury or loss. The Tenant, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against Landlord for injury or loss due to hazards covered by insurance to the extent of the injury or loss covered thereby.

**Section 5.8. Entry and Inspection.** Tenant shall permit Landlord and Landlord's agents to examine the Premises at all reasonable times, and, if Landlord shall so elect, to make any repairs or replacements Landlord may deem necessary and to make inspections to confirm use of the Premises as to determine whether an act of default has occurred. Landlord may show the Premises to prospective tenants during the ninety (90) days preceding expiration of the Term and prospective purchasers at any time during normal business hours. In addition to the foregoing, Landlord shall have the right of ingress and egress of the Premises for any general purpose.

**Section 5.9. Signs.** Tenant shall not, without the prior written consent of Landlord, (a) paint or place any signs on the Premises or anywhere on the Parcel or in the Building or (b) place any curtains, blinds, shades, awnings, aerals or flagpoles or the like, in the Premises or anywhere on the Parcel or on or in the Building visible from outside the Premises. Landlord reserves the right to disapprove of signs, curtains, blinds, shades, and awnings on wholly aesthetic grounds. Tenant shall pay the expenses involved in the erection of any sign and the obtaining of any permit. Tenant warrants that it shall obtain all necessary permits prior to erecting any such sign and Tenant shall remove said sign at the termination of this Lease in such a manner as to avoid injury or defacement of the building and other improvements.

**Section 5.10. Sublease or Assignment.** Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the Premises that are the subject of this Lease. Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld. In the event of any assignment or subletting, Tenant shall nevertheless, at all times, remain fully responsible and liable for the payment of the rent and for compliance with all of its other obligations to pay rent and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "event of default" as defined below, if all or any part of the Premises are then assigned or sublet, Landlord, an addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from assignee or subtenant all rents, becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

a security interest in all properties on the Premises to secure payment of such sums. Any collection directly by Landlord from the assignee or subtenant shall not be consumed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



**ARTICLE VI**  
**CASUALTY AND TAKING**

**Section 6.1. Termination or Reconstruction.** If, during the Term, the Premises, or any substantial part thereof, are damaged materially by fire, accident or other casualty, or by action of public or other authority in consequence thereof, or are taken by eminent domain or receive compensable damage by reason of anything lawfully done under color of public or other authority, this Lease shall terminate at Landlord's election by written notice given within thirty (30) days after the casualty or taking has occurred. In case of (a) a taking of part of the Premises and the remainder is insufficient for use for Tenant's purposes; (b) damage or taking of part of the Premises if the time needed to do the construction work necessary to put the Premises or such remainder in proper condition for use and occupation is reasonably estimated by Landlord to exceed three (3) months; or (c) damage or taking of part of the Premises and Landlord does not commence within sixty (60) days after the damage or the surrender of the part taken, and proceed with reasonable diligence to do such work, Tenant's sole right shall be the option to terminate this Lease without penalty, by notice given to Landlord within thirty (30) days after the right to terminate arises. If in any such case the Lease is not terminated, a just portion of the rent according to the nature and extent of the injury shall be abated until the premises (or in the case of a taking what may remain thereof), excluding any fixtures or items installed or paid for by Tenant which Tenant is entitled or required to remove pursuant hereto, shall have been put by Landlord into proper condition. In case of taking which permanently reduced the area of the Premises, a just portion of the Monthly Rent shall be abated for the remainder of the Term, and Tenant's Proportionate Share shall be adjusted as determined by Landlord.

**Section 6.2. Landlord Reserve Compensation.** Landlord reserves all rights to compensation for damages to the Premises, the Building, the Parcel and the leasehold hereby created, accruing by reason of exercise of eminent domain or by reason of anything lawfully done by public authority.

**ARTICLE VII**  
**DEFAULT**

**Section 7.1. Events of Default.** The occurrence of any of the following events shall constitute an event of default on the part of Tenant:

(a) Vacate or abandonment of the Premises for more than thirty (30) days and Tenant is in default under this lease.

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

(b) Failure to pay any installment of Monthly Rent when due or other monies due and payable hereunder, said failure continuing for a period of five (5) days after written notice of such default;

(c) Default in the performance of any of Tenant's covenants, agreements or obligations hereunder, said default (except default in the payment of any installment of Monthly Rent, or other monies) continuing for thirty (30) days after written notice thereof from Landlord to Tenant;

(d) A general assignment by Tenant for the benefit of creditors;

(e) The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors, said involuntary petition remaining undismissed or undischarged for a period of sixty (60) days after the levy thereof.

**Section 7.2. Landlord's Remedies.** If Tenant commits an act of default hereunder, Landlord, at any time thereafter prior to the curing of such act of default, without further notice and without waiving any other rights hereunder or available to Landlord, at law or in equity, may exercise any one or more of the following remedies:

(a) re-enter and repossess the Premises and remove all persons and property therefrom, without any requirement for any court proceedings, using such force as may be necessary, and in connection therewith Tenant hereby waives and agrees to waive any claim arising by reason of such re-entry, repossession or removal, or by reason of the issuance of any distress warrant or writ of sequestration or the bringing of any action in forcible entry and detainer and agrees to hold Landlord harmless from any such claim, and if Landlord elects to terminate Tenant's right to possession without terminating this Lease, Landlord may rent or lease, for the account of Tenant, the Premises to any party or parties at such rental and for such period of time as Landlord deems practicable, with Landlord having the right to grant any reasonable concessions which Landlord deems necessary, in which case Landlord shall credit toward the satisfaction of Tenant's obligations hereunder any rental thus received, less all reasonable expenses of repossession, remodeling and re-renting and Tenant shall be liable for any deficiency of such rental below the total amount of Tenant's payments herein provided for the unexpired balance of the full term of this Lease, and such sum or sums representing such deficiency shall be paid by Tenant in monthly installments on the payment dates set forth herein, and Landlord shall have the right to enforce such liability for deficiency by bringing suits at any time and from time to time on one or more occasions; provided, however, in no case shall Landlord be liable for failure to re-rent or re-lease the Premises or, if the Premises are re-entered or re-released, for failure to collect the rental due under such re-renting, and any such failure shall not reduce Tenant's liability hereunder;

(b) terminate this Lease, in which event it shall be deemed that the act of default by Tenant was a total and entire breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for an amount, as damages for the entire breach, equal to the amount by

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



which (i) the total rental and other benefits which would have accrued to Landlord under this Lease for the remainder of this Lease, at the rates then in effect; or

(c) enforce the full and specific performance by Tenant of Tenant's obligations under this Lease in any manner provided by law or equity or otherwise avail itself of all its rights and remedies, in law or in equity.

No re-entry or taking of possessions of the Premises or the removal of any persons or property therefrom pursuant to the immediately preceding paragraph hereof shall be deemed an acceptance or surrender of this Lease or a liquidation or satisfaction to any extent whatsoever of Tenant's obligations hereunder unless such acceptance, liquidation or satisfaction is set forth in a written notice from Landlord to Tenant.

Tenant hereby waives any right that Tenant may have to redeem the Premises or any right under this Lease after a termination hereof or a re-entry by Landlord pursuant hereto, either before or after such termination, including all rights of redemption, if any, now in effect or hereafter conferred by any statute or other law.

In case Tenant makes default in the payment of any amount of rental or other amount becoming due by Tenant hereunder or in the performance or observance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places the enforcement of this Lease or any part of same or the collection of any rents or other sums due or to become due hereunder, or the recovery of possession of the Premises in the hands of an attorney, or files suit upon the same, Tenant agrees to pay to Landlord upon demand all reasonable attorney's fees and costs thereby incurred by Landlord, in addition to all other amounts owing and which may become owing by Tenant hereunder.

**Section 7.3. Right to Cure.** In addition to the foregoing remedies and so long as this Lease is not terminated, Landlord shall have the right, but not the obligation, to remedy any default of Tenant and to add to the Monthly Rent payable hereunder all of Landlord's reasonable costs in so doing, with interest at the maximum lawful rate permitted by the laws of the State of South Carolina to be charged the Tenant, from the date such costs are paid by Landlord until paid to Landlord by Tenant.

**Section 7.4. Remedies Cumulative.** The rights, privileges, elections and remedies of Landlord in this Article VII are cumulative, and not alternative, to the extent permitted by law and except as otherwise provided herein.

## **ARTICLE VIII MISCELLANEOUS**

**Section 8.1. Holding Over.** Should Tenant, or any of its successors in interest, hold over the Premises, or any part thereof after the expiration of the Term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



month only, at a monthly rent equal to the Monthly Rent plus fifty percent (50%). The exclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over.

**Section 8.2. Surrender.** Upon the expiration of the Term or early termination thereof, Tenant shall promptly surrender the Premises in good and clean condition, and remove any signs, fixtures, or equipment, except as otherwise provided under the provisions of Subsection 3.2(b) herein above.

**Section 8.3. Successors and Assigns.** The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the limitation provided in Section 5.10 above), except that only the Landlord named herein shall be liable for obligations accruing before the beginning of the Term, and thereafter each successive owner of the Premises shall be liable only for obligations accruing during the period of such ownership, said liability terminating upon termination of such ownership and passing to the successor in ownership.

**Section 8.4. Individual Liability.** The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers, or shareholders of Landlord, and Tenant shall look solely to the real estate that is the subject to this Lease and to no other assets of the Landlord for satisfaction of any liability in respect of this Lease and will not seek recourse against Landlord personally or the individual partners, directors, officers or shareholders of Landlord or any of their personal assets for such satisfaction.

**Section 8.5. No Waiver.** The failure of Landlord or of Tenant to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Lease, shall not be deemed a waiver of such violation, nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Monthly Rent or other monies due hereunder with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach.

**Section 8.6. Right to Mortgage.** The Landlord may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such terms and conditions as the Landlord may desire, and any such mortgages, or mortgages so given shall be a first lien on the land and buildings superior to the rights of the tenant therein.

**Section 8.7. Offset Statements.** Tenant agrees from time to time, within fifteen (15) days of receipt of written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that (a) this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications; (b) Tenant has no defenses, offsets or counterclaims against its obligations to pay the Monthly Rent and other monies hereunder and to perform its other covenants under this Lease, or, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail; and (c) the dates to which the rent has been paid and the amount of any prepaid rent. Any such statement delivered pursuant to this Section 8.8 may be

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



relied upon by any prospective purchaser, mortgagee or encumbrancer of the Premises or any prospective assignee of any mortgage or encumbrance affecting the Premises.

**Section 8.8. Attornment.** In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by the Landlord, its successors or assigns, encumbering the Premises, or any part thereof, and if so requested, Tenant shall attorn to the purchase upon such foreclosure or sale, and recognized such purchaser as the Landlord under this Lease.

**Section 8.9. Subordination.** The rights of Tenant hereunder are and shall be, at the election of any mortgage encumbering the Premises, subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof; provided, however, that notwithstanding such subordination, so long as the Tenant herein is not in default under any of the terms, covenants and conditions of this Lease, neither this Lease nor any of the rights of Tenant hereunder shall be terminated or subject to termination by any trustee's sale or by any proceeding or action in foreclosure. If requested, Tenant agrees to execute whatever documentation may be required to further effect the provisions of this Section 8.9.

**Section 8.10. Lender's Requirements.** Tenant hereby agrees to make any reasonable revisions to this Lease which may be required in good faith by a bona fide construction, interim or permanent lender in connection with the financing of the Building.

**Section 8.11. Financial Statements.** At any time during the Term of this Lease, Tenant or its parent company shall, upon ten (10) days prior written notice from Landlord, provide Landlord financial institution with a current financial statement and financial statements for each of the two (2) years prior to the current financial statement year. This will only be required at the banks request to the Landlord.

**Section 8.12. Security Services.** Landlord shall not by virtue of anything contained in this Lease be obligated to provide security services and shall incur no liability to Tenant or any third party in relation to the failure to provide security services or to the acts or omissions of any security service personnel.

**Section 8.13. Severability.** If any term of this Lease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or enforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 8.14. Notices.** Whenever any notice, approval, consent, statement, request or election is given or made pursuant to this Lease it shall be in writing sent by certified mail, return receipt requested or registered mail, or it shall be delivered personally. Notices and payment shall

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

be addresses to Landlord's address and Tenant's address or at such other address as may have been specified by prior notice.

**Section 8.15. Governing Law.** The laws of the State of South Carolina will govern the rights and liabilities of the parties hereto. This instrument constitutes the entire agreement between the parties relative to the subject matters hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless the same are in writing and executed by Landlord and Tenant. Time is of the essence of this Lease with respect to the obligations of Landlord and Tenant hereunder.

**Section 8.16. Corporate Authority.** If other party executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally covenant and warrant that each party is a duly authorized and existing corporation, that each party has and is qualified to do business in South Carolina, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation was authorized to do so.

**Section 8.17. Covenant of Quiet Enjoyment.** If and so long as the LESSEE shall pay the minimum annual rent and the taxes, assessments and other charges required by this Lease, shall perform and observe all the covenants and conditions herein, contained on the part of the LESSEE to be performed and observed, LESSOR covenants that LESSEE shall lawfully and quietly hold, occupy and enjoy the demised PREMISES, subject however, to the terms of this lease.

**Section 8.18. Additional Provisions.** Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_



IN WITNESS HEREOF, the parties have executed this Lease in duplicate originals, one of which is retained by each of the parties hereto all on the day and year first above written.

WITNESSES:

LANDLORD: **Woodcreek Business Park, LLC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

WITNESSES:

TENANT: **Richland County Magistrate**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

"Exhibit A"







SERVPRO of Richland County  
112 N. Shorecrest Rd  
Columbia, SC 29209  
803-419-0470  
Office@SERVPROrichlandcounty.com



REF:  
Pontiac Magistrate Office  
10509 Two Notch Rd.  
Elgin, SC 29045

To whom it may concern:

Per the inspection performed on 3-22-21, discovered that there were elevated readings in the drywall and carpet in the Bathroom as well as elevated readings in the drywall and plywood frame where the air handler sits in the Break room.


Per IICRC guidelines, removal of the cove base in the above-mentioned areas, would need to take place to ensure proper mitigation on the drywall. The exterior drywall in the bathroom and break room would need to be accessed to determine if there is any affected insulation. Any affected insulation would need to be removed to prevent secondary damage. A plant-based antimicrobial would be applied to all affected materials and air movers and dehumidifiers would be placed for a 3-5-day period to ensure all materials reach a dry standard.

Due to the structure being a commercial building, an asbestos test would need to be performed per DHEC guidelines. If there is an asbestos letter on file, clearing any affected drywall in these areas, a copy would be required for our records prior to any drywall being disturbed.

Recommending that this be forwarded to property owner as well.

If there are any question or concerns, please feel free to contact me.

Sincerely,



Brian Davis  
SERVPRO of Richland Co.  
Production Manager  
803-995-0070  
bdavis.servpro@gmail.com  
SERVPRO of Richland Co.













## Richland County Council Request for Action

**Subject:**

Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto

**Notes:**

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



**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



**Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator	
<b>Department:</b>	Administration	<b>Division:</b>		
<b>Date Prepared:</b>	April 22, 2021	<b>Meeting Date:</b>	May 04, 2021	
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 27, 2021	
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 27, 2021	
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 27, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM		
<b>Subject:</b>	Refunding Series 2004 Village at Sandhill Improvement District Assessment Revenue Bonds			

**STAFF’S RECOMMENDED ACTION:**

Staff recommends approval of an ordinance authorizing the issuance and sale of Assessment Revenue Bonds to refund the 2004 Assessment Revenue Bonds to reduce annual debt service by an average of \$165,000 and produce total cash flow savings related to this issue by approximately \$2,475,000.

Request for Council Reconsideration: Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Please see Attachment – Richland County, South Carolina Village at Sandhill Improvement District Refunding Analysis – Assessment Revenue Bonds, Series 2004 produced by First Tryon Advisors

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Staff requests Council authorize the issuance and sale of Assessment Revenue Bonds to refund the Village of Sandhills Assessment Revenue Bonds, Series 2004. These bonds are now callable with no penalty and would remain tax exempt whether using market placement or bank private placement vehicles, which makes rates very favorable at this time. The refunding of this issue will reduce the annual debt service for this issue by an average of approximately \$165,000 and reduce cash flow by approximately \$2,475,000. These savings would be reflected in the assessments of those properties within the Village at Sandhills Improvement District.

To accomplish this, would require the approval of an ordinance by Council for the refunding. We would anticipate the closing on this issue in summer 2021.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

This savings would benefit the taxpayers in the Improvement District and have no impact on those outside the district.

#### **ATTACHMENTS:**

1. Richland County, South Carolina Village at Sandhill Improvement District Refunding Analysis – Assessment Revenue Bonds, Series 2004 produced by First Tryon Advisors
2. Ordinance
3. Draft Ordinance

**Richland County, South Carolina**  
**Village at Sandhill Improvement District**  
 Refunding Analysis - Assessment Revenue Bonds, Series 2004

Refunded Bonds	Series 2004
Par Amount*	16,128,000
Maturities	11/1/21 - 11/1/36 (Term Bond)
Avg. Coupon	6.20%
Optional Redemption	Current @ 100%
Refunding Bonds	Series 2021
Par Amount	15,790,000
All-in True Interest Cost	4.692%
<b>Net PV Savings (\$)</b>	<b>1,732,898</b>
<b>Net PV Savings (%)</b>	<b>10.74%</b>
Average Annual Savings	165,224

Fiscal Year Ending	Cash Flow Savings
12/31/2022	164,599
12/31/2023	166,437
12/31/2024	166,648
12/31/2025	165,619
12/31/2026	167,349
12/31/2027	166,590
12/31/2028	164,308
12/31/2029	164,404
12/31/2030	163,728
12/31/2031	163,120
12/31/2032	166,360
12/31/2033	166,172
12/31/2034	162,521
12/31/2035	167,371
12/31/2036	163,139
<b>Total Cash Flow Savings</b>	<b>2,478,360</b>

\* Par amount refunded reflects prepayments made to date.

Assumptions:

- Closing on September 16, 2021
- Cost of Issuance: \$300,000
- Underwriter's Discount: \$15/Bond
- Level Annual Savings
- Equity contribution of \$1,118,968 at closing equal to 11/1/21 debt service
- Release of existing DSRF (\$809,799)
- Funding of new DSRF at 50% of Maximum Annual Debt Service
- Current Market Tax-Exempt Interest Rates as of April 14, 2021



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 003-04HR

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$25,000,000 THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, SERIES 2004; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM A SPECIAL ASSESSMENT ON PROPERTIES LOCATED WITHIN THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT; PROVIDING FOR THE EXECUTION OF A TRUST INDENTURE, CONTRACT OF PURCHASE AND OTHER DOCUMENTS RELATED THERETO; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1.      Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

"2004 Acquisition and Project Funding Agreement" shall mean that agreement by and between Richland County, South Carolina and Kahn Development Corp. dated such date as may be determined by the Chairman of Council and the County Administrator.

"Act" shall mean the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" shall mean the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Trust Indenture or any supplemental indenture including but not limited to costs of imposing and collecting Assessments, including the commissions, fees, expenses and any other charges of the Treasurer and the Property Appraiser (as such terms are defined in the Trust Indenture), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Trust Indenture).

"Assessment" shall mean an assessment imposed under the Act.

"Assessment Roll" shall mean all non *ad valorem* special assessments levied and collected by the County in connection with the Improvement District pursuant to the Act.

"Bonds" mean the not exceeding \$25,000,000 The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 to be issued in one or more series to finance the Improvements to be dated such date as may be determined by the Chairman of County Council and the County Administrator with advice from the County Attorney.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator between Municap and the County.

"Contract of Purchase" means the Contract of Purchase between the Underwriter and the County.

"Council" means the Richland County Council.

"County" means Richland County, South Carolina.

"Improvement District" shall mean The Village at Sandhill Improvement District created by the Council under the Act pursuant to Ordinance No. 002-04HR.

"Improvement District Ordinance" means Ordinance No. 002-04HR of the Council wherein the Assessments are authorized to be imposed and collected.

"Improvements" means drainage system, roads, sanitary sewer system and water system, and such other public improvement as allowed by the Act.

"Ordinance" means this Ordinance No. 003-04HR of Council.

"Reimbursement Resolution" means that Resolution of Council adopted September 17, 2002, declaring the intention of the County to reimburse itself for certain expenditures incurred in connection with the Improvements from the proceeds of the Bonds.

"Trustee" means Regions Morgan Keegan Trust, its successors and assigns, as Trustee under the Trust Indenture, and any successor in such capacity.

"Trust Indenture" means the Trust Indenture (including any indenture supplemental thereto) dated such date as may be determined by the Chairman of Council and the County Administrator between the County and the Trustee, pursuant to which the Bonds will be issued.

"Underwriter" means Banc of America Securities LLC.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "S. C. Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1896, as amended (the "Constitution") provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of

the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) In the Improvement District Ordinance, the Council has made findings that: (1) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property; (2) it would be fair and equitable to finance all or part of the cost of the Improvements by an Assessment upon the real property located within the Improvement District; and (3) written consent for the creation of an improvement district from a majority of the owners of real property within the Improvement District and having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District has been obtained.

(f) There is a need to acquire the Improvements. In order to finance the cost of the Improvements, the County has determined to enter into a transaction whereby the County will issue the Bonds, such Bonds to be paid from the revenues generated by the imposition and collection of assessments in the Improvement District.

(g) In order to secure the payments on the Bonds and Administrative Expenses, the County will pledge the revenues generated from the imposition and collection of the Assessments. The County will additionally assign its interest in certain funds created pursuant to the Trust Indenture to the Trustee for the benefit of the owners of the Bonds.

(h) There have been filed with the Clerk to Council forms of the Trust Indenture, Contract of Purchase, 2004 Acquisition and Project Funding Agreement, the Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of County Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction. The Council does hereby approve (a) the issuance of the Bonds as described herein; (b) the use of the proceeds of the issuance of the Bonds to pay the costs of the Improvements, the payment of interest coming due on the Bonds during the construction period thereof, and the costs associated with the issuance of the Bonds; (c) the pledge and application of the revenues generated from the imposition and collection of the Assessments for payment of the Bonds and Administrative Expenses.

Section 4. Approval of Trust Indenture and Delegation of Authority. The form, terms and provisions of the Trust Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Trust Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Trust Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, provided that there is no material change to the County's liabilities. The Chairman's execution and delivery of the Trust Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form



of the Trust Indenture attached hereto as Exhibit A. Any amendments to the Trust Indenture shall be executed in the same manner.

Section 6. Establishment of Revenue Fund. There is hereby established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected. This fund shall be known as the "Revenue Fund" and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the Trust Indenture.

Section 7. Approval of Contract of Purchase and Delegation of Authority. The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit B. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of 2004 Acquisition and Project Funding Agreement and Delegation of Authority. The form, terms and provisions of the 2004 Acquisition and Project Funding Agreement, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2004 Acquisition and Project Funding Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the 2004 Acquisition and Project Funding Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the 2004 Acquisition and Project Funding Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2004 Acquisition and Project Funding Agreement attached hereto as Exhibit C. Any amendments to the 2004 Acquisition and Project Funding Agreement shall be executed in the same manner.

Section 9. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority. The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit D (the "Preliminary LOM") and filed with the Clerk to Council be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The County Council hereby "deems final" the Preliminary LOM for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Chairman of the County Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit D.

Section 10. Approval of Continuing Disclosure Agreement and Delegation of Authority. The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit E. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

Section 11. Approval of Special Assessment Report, Rate and Method of Apportionment of Assessments and Assessment Roll. The terms and provisions of the Special Assessment Report, the Rate and Method of Apportionment of Assessments including the Assessment Roll, copies of which are attached hereto as Exhibits F and G, respectively, and filed with the Clerk to Council, be and hereby are approved including any changes or modifications therein having been made; provided that such changes or modifications shall be approved as corrections by resolution of the County Council at the time of hearing of any objections to the Assessments.

Section 12. Trustee, Registrar and Paying Agent. The County hereby appoints Regions Morgan Keegan Trust as Trustee, under the terms and conditions provided in the Trust Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Regions Morgan Keegan Trust does not serve as Trustee under the Trust Indenture.

Section 13. Authorization. The Chairman and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated by this Ordinance.

Section 14. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 15. Arbitrage Covenant. The County agrees and covenants that it will comply with all applicable portions of the Code, as in effect or hereafter amended, including Sections 103 and 141 through 150 thereof, and the regulations of the Treasury Department thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the payments made pursuant to the Trust Indenture, including without limitation the proper use and expenditure of proceeds of the Bonds, the observation of the applicable investment limitations provided in the Code, the filing of information reports with the Internal Revenue Service and the rebate of certain arbitrage earnings on such proceeds to the United States Government. The County Administrator is hereby authorized to execute a Federal Tax Certificate in compliance with the provisions of this paragraph.

Section 16. Repeal of Conflicting Ordinances; Severability. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval. The

provisions of this Ordinance are hereby declared to be separate and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.



ADOPTED THIS 2<sup>nd</sup> DAY OF March, 2004.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: Bernice G. Scott  
Bernice G. Scott  
Chairperson, Richland County Council

ATTEST:

Michelle Cannon-Finch  
Michelle Cannon-Finch  
Clerk to Council

APPROVED AS TO LEGAL FORM ONLY  
NO OPINION RENDERED AS TO CONTENT

Amelia R. Linder

Asst. County Attorney

First Reading: January 6, 2004

Second Reading: January 20, 2004

Third Reading: March 2, 2004

**EXHIBIT A**

**FORM OF TRUST INDENTURE  
(On File with Clerk to Council)**

**Master Trust Indenture**

(see Tab 7 for executed copy)



**EXHIBIT B**

**CONTRACT OF PURCHASE  
(On file with Clerk to Council)**

**Contract of Purchase**

(see Tab 10 for executed copy)

**EXHIBIT C**

**2004 ACQUISITION AND PROJECT FUNDING AGREEMENT  
(On file with Clerk to Council)**



**Acquisition and Funding Agreement**

(see Tab 6 for executed copy)

**EXHIBIT D**

**PRELIMINARY LIMITED OFFERING MEMORANDUM**  
**(On file with Clerk to Council)**

**Preliminary Limited Offering Memorandum**

(see Tab 9)

**EXHIBIT E**  
**CONTINUING DISCLOSURE AGREEMENT**  
**(On file with Clerk to Council)**



**Continuing Disclosure Agreement**

(see Tab 20 for executed copy)

**EXHIBIT F**  
**SPECIAL ASSESSMENT REPORT**  
**(On file with Clerk to Council)**

**Special Assessment Report**

(see Tab 4(e))

**EXHIBIT G**

**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS  
INCLUDING  
ASSESSMENT ROLL**

**(On file with Clerk to Council)**



**Rate and Method of Apportionment of Assignments**

(see Tab 4(d))

**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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**ORDINANCE NO. \_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.**

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

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(b) Pursuant to County Public Works Improvement Act, codified at Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended ("Assessment District Act"), the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement., expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(c) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 002-04HR to create the Village at Sandhill Improvement District ("Sandhill District").

(d) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 003-04HR ("2004 Bond Ordinance") to authorize the issuance of revenue bonds secured by assessments on properties located within the Sandhill District ("District Properties"), the proceeds of which were intended to finance the construction of eligible projects within the Assessment District.

(e) On March 31, 2004, under the terms of the 2004 Bond Ordinance, a Master Trust Indenture dated as of March 1, 2004 ("Master Trust Indenture") between the County and Regions Bank, as trustee ("Trustee") and a First Supplemental Trust Indenture dated as of March 1, 2004 between the County and the Trustee, the County issued its \$25,000,000 Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 ("2004 Bonds").

(f) Pursuant to the Assessment District Act and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (collectively, "Refunding Act"), the County may issue refunding bonds to refinance any revenue bonds issued by the County.

(g) The County has determined that it may achieve debt service savings through the refunding of all or a portion of 2004 Bonds ("Refunding"), which savings will translate to reduced assessments charged on District Properties.



(h) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of refunding revenue bonds of the County pursuant to the provisions of the Constitution and the Refunding Act, in an amount not to exceed \$18,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** In accordance with the terms of the Master Trust Indenture, the County is authorized to issue not exceeding \$18,000,000 in refunding revenue bonds to be designated “Village at Sandhill Improvement District Assessment Refunding Revenue Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued. The Bonds shall be limited obligations of the County payable solely from the Pledged Revenues and Pledged Funds as described in the Master Trust Indenture and shall not constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. Finally, the Bonds will not count against the County’s eight percent debt limit established by the Constitution.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator, or his lawful designee (“County Administrator”), the authority to carry out all of the necessary requirements of the Master Trust Indenture, including the negotiation of supplemental indenture providing for the details of the Bonds (“Supplemental Indenture”) as well as all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Execution of Bonds.*** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication.

**SECTION 5. *Preliminary and Final Limited Offering Memorandum.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Limited Offering Memorandum and a final Limited Offering Memorandum according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Limited Offering Memorandum and final Limited Offering Memorandum in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Limited Offering Memorandum on behalf of the County in accordance with Rule 15c-12.

**SECTION 6. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 7. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.***

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), with the advice of the County’s bond counsel and financial advisor, to execute and consent to such documents and instruments as may be necessary to effect this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds, are hereby approved, ratified and confirmed in all respects.

**SECTION 8. *Retention of Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond and disclosure counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 9. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 10. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds issued hereunder.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

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**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(b) Pursuant to County Public Works Improvement Act, codified at Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended ("Assessment District Act"), the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement., expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(c) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 002-04HR to create the Village at Sandhill Improvement District ("Sandhill District").

(d) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 003-04HR ("2004 Bond Ordinance") to authorize the issuance of revenue bonds secured by assessments on properties located within the Sandhill District ("District Properties"), the proceeds of which were intended to finance the construction of eligible projects within the Assessment District.

(e) On March 31, 2004, under the terms of the 2004 Bond Ordinance, a Master Trust Indenture dated as of March 1, 2004 ("Master Trust Indenture") between the County and Regions Bank, as trustee ("Trustee") and a First Supplemental Trust Indenture dated as of March 1, 2004 between the County and the Trustee, the County issued its \$25,000,000 Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 ("2004 Bonds").

(f) Pursuant to the Assessment District Act and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (collectively, "Refunding Act"), the County may issue refunding bonds to refinance any revenue bonds issued by the County.

(g) The County has determined that it may achieve debt service savings through the refunding of all or a portion of 2004 Bonds ("Refunding"), which savings will translate to reduced assessments charged on District Properties.

(h) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of refunding revenue bonds of the County pursuant to the provisions of the Constitution and the Refunding Act, in an amount not to exceed \$18,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** In accordance with the terms of the Master Trust Indenture, the County is authorized to issue not exceeding \$18,000,000 in refunding revenue bonds to be designated “Village at Sandhill Improvement District Assessment Refunding Revenue Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued. The Bonds shall be limited obligations of the County payable solely from the Pledged Revenues and Pledged Funds as described in the Master Trust Indenture and shall not constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. Finally, the Bonds will not count against the County’s eight percent debt limit established by the Constitution.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator, or his lawful designee (“County Administrator”), the authority to carry out all of the necessary requirements of the Master Trust Indenture, including the negotiation of supplemental indenture providing for the details of the Bonds (“Supplemental Indenture”) as well as all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Execution of Bonds.*** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication.

**SECTION 5. *Preliminary and Final Limited Offering Memorandum.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Limited Offering Memorandum and a final Limited Offering Memorandum according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Limited Offering Memorandum and final Limited Offering Memorandum in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Limited Offering Memorandum on behalf of the County in accordance with Rule 15c-12.

**SECTION 6. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986,

as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 7. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.***

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), with the advice of the County’s bond counsel and financial advisor, to execute and consent to such documents and instruments as may be necessary to effect this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds, are hereby approved, ratified and confirmed in all respects.

**SECTION 8. *Retention of Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond and disclosure counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 9. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 10. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds issued hereunder.



RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

*(SEAL)*

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 003-04HR

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$25,000,000 THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, SERIES 2004; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM A SPECIAL ASSESSMENT ON PROPERTIES LOCATED WITHIN THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT; PROVIDING FOR THE EXECUTION OF A TRUST INDENTURE, CONTRACT OF PURCHASE AND OTHER DOCUMENTS RELATED THERETO; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1.      Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

"2004 Acquisition and Project Funding Agreement" shall mean that agreement by and between Richland County, South Carolina and Kahn Development Corp. dated such date as may be determined by the Chairman of Council and the County Administrator.

"Act" shall mean the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" shall mean the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Trust Indenture or any supplemental indenture including but not limited to costs of imposing and collecting Assessments, including the commissions, fees, expenses and any other charges of the Treasurer and the Property Appraiser (as such terms are defined in the Trust Indenture), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Trust Indenture).

"Assessment" shall mean an assessment imposed under the Act.

"Assessment Roll" shall mean all non *ad valorem* special assessments levied and collected by the County in connection with the Improvement District pursuant to the Act.

"Bonds" mean the not exceeding \$25,000,000 The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 to be issued in one or more series to finance the Improvements to be dated such date as may be determined by the Chairman of County Council and the County Administrator with advice from the County Attorney.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator between Municap and the County.

"Contract of Purchase" means the Contract of Purchase between the Underwriter and the County.

"Council" means the Richland County Council.

"County" means Richland County, South Carolina.

"Improvement District" shall mean The Village at Sandhill Improvement District created by the Council under the Act pursuant to Ordinance No. 002-04HR.

"Improvement District Ordinance" means Ordinance No. 002-04HR of the Council wherein the Assessments are authorized to be imposed and collected.

"Improvements" means drainage system, roads, sanitary sewer system and water system, and such other public improvement as allowed by the Act.

"Ordinance" means this Ordinance No. 003-04HR of Council.

"Reimbursement Resolution" means that Resolution of Council adopted September 17, 2002, declaring the intention of the County to reimburse itself for certain expenditures incurred in connection with the Improvements from the proceeds of the Bonds.

"Trustee" means Regions Morgan Keegan Trust, its successors and assigns, as Trustee under the Trust Indenture, and any successor in such capacity.

"Trust Indenture" means the Trust Indenture (including any indenture supplemental thereto) dated such date as may be determined by the Chairman of Council and the County Administrator between the County and the Trustee, pursuant to which the Bonds will be issued.

"Underwriter" means Banc of America Securities LLC.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "S. C. Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1896, as amended (the "Constitution") provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of

the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) In the Improvement District Ordinance, the Council has made findings that: (1) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property; (2) it would be fair and equitable to finance all or part of the cost of the Improvements by an Assessment upon the real property located within the Improvement District; and (3) written consent for the creation of an improvement district from a majority of the owners of real property within the Improvement District and having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District has been obtained.

(f) There is a need to acquire the Improvements. In order to finance the cost of the Improvements, the County has determined to enter into a transaction whereby the County will issue the Bonds, such Bonds to be paid from the revenues generated by the imposition and collection of assessments in the Improvement District.

(g) In order to secure the payments on the Bonds and Administrative Expenses, the County will pledge the revenues generated from the imposition and collection of the Assessments. The County will additionally assign its interest in certain funds created pursuant to the Trust Indenture to the Trustee for the benefit of the owners of the Bonds.

(h) There have been filed with the Clerk to Council forms of the Trust Indenture, Contract of Purchase, 2004 Acquisition and Project Funding Agreement, the Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of County Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction. The Council does hereby approve (a) the issuance of the Bonds as described herein; (b) the use of the proceeds of the issuance of the Bonds to pay the costs of the Improvements, the payment of interest coming due on the Bonds during the construction period thereof, and the costs associated with the issuance of the Bonds; (c) the pledge and application of the revenues generated from the imposition and collection of the Assessments for payment of the Bonds and Administrative Expenses.

Section 4. Approval of Trust Indenture and Delegation of Authority. The form, terms and provisions of the Trust Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Trust Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Trust Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, provided that there is no material change to the County's liabilities. The Chairman's execution and delivery of the Trust Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form



of the Trust Indenture attached hereto as Exhibit A. Any amendments to the Trust Indenture shall be executed in the same manner.

Section 6. Establishment of Revenue Fund. There is hereby established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected. This fund shall be known as the "Revenue Fund" and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the Trust Indenture.

Section 7. Approval of Contract of Purchase and Delegation of Authority. The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit B. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of 2004 Acquisition and Project Funding Agreement and Delegation of Authority. The form, terms and provisions of the 2004 Acquisition and Project Funding Agreement, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2004 Acquisition and Project Funding Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the 2004 Acquisition and Project Funding Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the 2004 Acquisition and Project Funding Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2004 Acquisition and Project Funding Agreement attached hereto as Exhibit C. Any amendments to the 2004 Acquisition and Project Funding Agreement shall be executed in the same manner.

Section 9. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority. The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit D (the "Preliminary LOM") and filed with the Clerk to Council be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The County Council hereby "deems final" the Preliminary LOM for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Chairman of the County Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit D.

Section 10. Approval of Continuing Disclosure Agreement and Delegation of Authority. The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit E. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

Section 11. Approval of Special Assessment Report, Rate and Method of Apportionment of Assessments and Assessment Roll. The terms and provisions of the Special Assessment Report, the Rate and Method of Apportionment of Assessments including the Assessment Roll, copies of which are attached hereto as Exhibits F and G, respectively, and filed with the Clerk to Council, be and hereby are approved including any changes or modifications therein having been made; provided that such changes or modifications shall be approved as corrections by resolution of the County Council at the time of hearing of any objections to the Assessments.

Section 12. Trustee, Registrar and Paying Agent. The County hereby appoints Regions Morgan Keegan Trust as Trustee, under the terms and conditions provided in the Trust Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Regions Morgan Keegan Trust does not serve as Trustee under the Trust Indenture.

Section 13. Authorization. The Chairman and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated by this Ordinance.

Section 14. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 15. Arbitrage Covenant. The County agrees and covenants that it will comply with all applicable portions of the Code, as in effect or hereafter amended, including Sections 103 and 141 through 150 thereof, and the regulations of the Treasury Department thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the payments made pursuant to the Trust Indenture, including without limitation the proper use and expenditure of proceeds of the Bonds, the observation of the applicable investment limitations provided in the Code, the filing of information reports with the Internal Revenue Service and the rebate of certain arbitrage earnings on such proceeds to the United States Government. The County Administrator is hereby authorized to execute a Federal Tax Certificate in compliance with the provisions of this paragraph.

Section 16. Repeal of Conflicting Ordinances; Severability. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval. The

provisions of this Ordinance are hereby declared to be separate and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

ADOPTED THIS 2<sup>nd</sup> DAY OF March, 2004.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: Bernice G. Scott  
Bernice G. Scott  
Chairperson, Richland County Council

ATTEST:

Michelle Cannon-Finch  
Michelle Cannon-Finch  
Clerk to Council

APPROVED AS TO LEGAL FORM ONLY  
NO OPINION RENDERED AS TO CONTENT

Amelia R. Linder

Asst. County Attorney

First Reading: January 6, 2004

Second Reading: January 20, 2004

Third Reading: March 2, 2004



**EXHIBIT A**

**FORM OF TRUST INDENTURE  
(On File with Clerk to Council)**

**Master Trust Indenture**

(see Tab 7 for executed copy)

**EXHIBIT B**

**CONTRACT OF PURCHASE  
(On file with Clerk to Council)**

**Contract of Purchase**

(see Tab 10 for executed copy)



**EXHIBIT C**

**2004 ACQUISITION AND PROJECT FUNDING AGREEMENT  
(On file with Clerk to Council)**

**Acquisition and Funding Agreement**

(see Tab 6 for executed copy)

**EXHIBIT D**

**PRELIMINARY LIMITED OFFERING MEMORANDUM**  
**(On file with Clerk to Council)**

**Preliminary Limited Offering Memorandum**

(see Tab 9)

**EXHIBIT E**  
**CONTINUING DISCLOSURE AGREEMENT**  
**(On file with Clerk to Council)**



**Continuing Disclosure Agreement**

(see Tab 20 for executed copy)

**EXHIBIT F**  
**SPECIAL ASSESSMENT REPORT**  
**(On file with Clerk to Council)**

**Special Assessment Report**

(see Tab 4(e))

**EXHIBIT G**

**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS  
INCLUDING  
ASSESSMENT ROLL**

**(On file with Clerk to Council)**

**Rate and Method of Apportionment of Assignments**

(see Tab 4(d))



**Richland County, South Carolina**  
**Village at Sandhill Improvement District**  
Refunding Analysis - Assessment Revenue Bonds, Series 2004

Refunded Bonds	Series 2004
Par Amount*	16,128,000
Maturities	11/1/21 - 11/1/36 (Term Bond)
Avg. Coupon	6.20%
Optional Redemption	Current @ 100%
Refunding Bonds	Series 2021
Par Amount	15,790,000
All-in True Interest Cost	4.692%
<b>Net PV Savings (\$)</b>	<b>1,732,898</b>
<b>Net PV Savings (%)</b>	<b>10.74%</b>
Average Annual Savings	165,224

Fiscal Year Ending	Cash Flow Savings
12/31/2022	164,599
12/31/2023	166,437
12/31/2024	166,648
12/31/2025	165,619
12/31/2026	167,349
12/31/2027	166,590
12/31/2028	164,308
12/31/2029	164,404
12/31/2030	163,728
12/31/2031	163,120
12/31/2032	166,360
12/31/2033	166,172
12/31/2034	162,521
12/31/2035	167,371
12/31/2036	163,139
<b>Total Cash Flow Savings</b>	<b>2,478,360</b>

\* Par amount refunded reflects prepayments made to date.

Assumptions:

- Closing on September 16, 2021
- Cost of Issuance: \$300,000
- Underwriter's Discount: \$15/Bond
- Level Annual Savings
- Equity contribution of \$1,118,968 at closing equal to 11/1/21 debt service
- Release of existing DSRF (\$809,799)
- Funding of new DSRF at 50% of Maximum Annual Debt Service
- Current Market Tax-Exempt Interest Rates as of April 14, 2021

# Richland County Council Request for Action

**Subject:**

Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



**Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator	
<b>Department:</b>	Administration	<b>Division:</b>		
<b>Date Prepared:</b>	April 22, 2021	<b>Meeting Date:</b>	May 04, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	April 27, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	April 27, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	April 27, 2021
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown MBA, CPM		
<b>Subject:</b>	Refunding Series 2011A Richland County, South Carolina Sewer System General Obligation Bonds			

**STAFF’S RECOMMENDED ACTION:**

Staff recommends approval of an ordinance authorizing the issuance and sale of Sewer System General Obligation Bonds to refund the 2011 Sewer System General Obligation Bonds to reduce annual debt service by an average of \$169,000 and produce total cash flow savings related to this issue by approximately \$2,000,000.

Request for Council Reconsideration: Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Please see Attachment – Richland County, South Carolina Refunding Analysis – Sewer System General Obligation Bonds, Series 2011 produced by First Tryon Advisors

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Staff requests Council authorize the issuance and sale of General Obligation Bonds to refund the Sewer System General Obligation Bonds, Series 2011. These bonds are now callable with no penalty and would remain tax exempt whether using market placement or bank private placement vehicles, which makes rates very favorable at this time. Based upon the increased savings, staff recommends public placement of this issue. This will reduce the annual debt service for this issue by an average of approximately \$169,000 and reduce cash flow by approximately \$2,000,000. These savings would be reflected in funding of the utility system budget.

To accomplish this would require the approval of an ordinance by Council for the refunding. We would anticipate the closing on this issue in summer, 2021.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

This savings would benefit the ratepayers of the utility system.

#### **ATTACHMENTS:**

1. Richland County, South Carolina Refunding Analysis – Sewer System General Obligation Bonds, Series 2011 produced by First Tryon Advisors
2. Ordinance
3. Draft Ordinance

Richland County, South Carolina  
Refunding Analysis - Sewer System General Obligation Refunding Bonds, Series 2011A

## Public Sale Current Refunding - 6/29/2021 Close

Refunded Bonds	Series 2011A
Par Amount	12,295,000
Maturities	3/1/2022 - 3/1/2033
Avg. Coupon	3.92%
Optional Redemption	3/1/2021 @ 100%
Refunding Bonds	Series 2021
Par Amount	10,815,000
All-in True Interest Cost	1.473%
<b>Net PV Savings (\$)</b>	<b>1,902,690</b>
<b>Net PV Savings (%)</b>	<b>15.48%</b>
Average Annual Savings	169,259

Fiscal Year Ending	Cash Flow Savings
6/30/2022	177,173
6/30/2023	169,225
6/30/2024	166,925
6/30/2025	170,075
6/30/2026	167,413
6/30/2027	167,125
6/30/2028	170,525
6/30/2029	169,400
6/30/2030	168,400
6/30/2031	168,350
6/30/2032	168,900
6/30/2033	167,600
<b>Total Cash Flow Savings</b>	<b>2,031,111</b>

Assumptions:

- Closing on June 29, 2021
- Cost of Issuance: \$200,000
- Underwriter's Discount: \$5/Bond
- Level Annual Savings
- Current Market Tax-Exempt Interest Rates as of April 5, 2021
- Tax-exempt rates could rise by 42 bps and achieve same level of PV savings as the bank placement option.

## Bank Placement Current Refunding - 6/29/2021 Close

Refunded Bonds	Series 2011A
Par Amount	12,295,000
Maturities	3/1/2022 - 3/1/2033
Avg. Coupon	3.92%
Optional Redemption	3/1/2021 @ 100%
Refunding Bonds	Series 2021
Par Amount	12,250,000
All-in True Interest Cost	1.852%
<b>Net PV Savings (\$)</b>	<b>1,555,164</b>
<b>Net PV Savings (%)</b>	<b>12.65%</b>
Average Annual Savings	143,239

Fiscal Year Ending	Cash Flow Savings
6/30/2022	143,591
6/30/2023	143,038
6/30/2024	143,668
6/30/2025	142,810
6/30/2026	143,195
6/30/2027	142,833
6/30/2028	143,293
6/30/2029	143,705
6/30/2030	143,128
6/30/2031	143,368
6/30/2032	143,365
6/30/2033	142,878
<b>Total Cash Flow Savings</b>	<b>1,718,869</b>

Assumptions:

- Closing on June 29, 2021
- Cost of Issuance: \$75,000
- Underwriter's Discount: N/A
- Level Annual Savings
- Bank Rate: 1.75%



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 014-11HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, WITH AN APPROPRIATE SERIES DESIGNATION, IN AN AMOUNT SUFFICIENT TO REFUND CERTAIN MATURITIES OF OUTSTANDING BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) The County Council has previously determined to establish, operate, and maintain a wastewater collection and treatment system in the Nicholas Creek and Hollingshed Creek drainage basins and also certain County landfill facilities (the "System"); the County Council has previously created a sewer district known as East Bluff Sewer Assessment District; and County Council has previously created a sewer assessment district known as the Romain-Meech-Burbank Sewer Assessment District, all pursuant to the favorable results of a referendum held in Richland County on November 7, 1978, on the question of the County's providing sewage services and the provisions of Section 44-55-1410 of the Code of Laws of South Carolina 1976, as amended and other provisions of law.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended ("Title 11, Chapter 27"), provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) Section 12 of Article X of the South Carolina Constitution prohibits the issuance of general obligation bonds of any county to finance wastewater collection and treatment facilities benefiting only a particular geographic section of a county unless a special assessment, tax, or service charge in an amount designed to provide debt service shall be imposed upon the areas or persons receiving the benefit therefrom.

(f) Pursuant to the provisions of the County Bond Act, Title 11, Chapter 27 and Article X, Section 12 of the South Carolina Constitution, the County has provided for the imposition and collection of assessments against all property located in the East Bluff Sewer Assessment District and the Romain-Meech-Burbank Sewer Assessment District in an amount sufficient to pay, when due, debt service on bonds to be authorized hereunder.

(g) After due investigation, County Council has determined and hereby finds that the imposition and collection of user fees and tap fees on the customers of the System and the assessment and collection of assessments against properties located in the East Bluff Sewer Assessment District and the Romain-Meech-Burbank Sewer Assessment District will be sufficient to provide for the payment of the principal and interest on the bonds to be issued hereunder, and the requirements of Article X, Section 12 of the South Carolina Constitution with respect to the issuance of the bonds provided for herein have been met.

(h) Pursuant to constitutional and statutory authorizations and Ordinance No. 021-03HR duly enacted by the County Council on April 8, 2003, the County has heretofore issued its \$6,275,000 Sewer System General Obligation Refunding Bonds, Series 2003E dated September 1, 2003 (the "Series 2003E Bonds").

2011 MAR 18 PM 2:00  
RICHLAND COUNTY  
FILED  
CLERK OF COURSE

(i) The Series 2003E Bonds are currently outstanding in the amount of \$3,270,000. The Series 2003E Bonds maturing on or after March 1, 2012, are subject to redemption at the option of the County on or after March 1, 2011, in whole or in part at any time, at a redemption price of par together with the interest accrued thereon to the date fixed for redemption.

(j) Title 11, Chapter 21 of the S.C. Code provides that any public agency may utilize the provisions of Title 11, Chapter 15, Article 5 as amplified by Title 11, Chapter 21 of the Code of Laws of South Carolina 1976, as amended (the "Refunding Act") to effect the refunding of any of its outstanding bonds. The Refunding Act authorizes and provides the procedure for the issuance of general obligation bonds whose proceeds are to be used to pay, in whole or in part, sums due on general obligation bonds previously issued and further provides that any issuer may issue general obligations bonds to such extent as such issuer shall be indebted by way of principal, interest, and redemption premium upon any outstanding general obligation bonds.

(k) Based on current market conditions and projected savings, the County Council finds that it is in the best interest of the County to effect a refunding of certain maturities of the Series 2003E Bonds (the "Bonds to be Refunded") because a savings can be effected through the refunding of such Series 2003E Bonds. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, realized through the refunding of the Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator (the "Administrator") and/or his lawfully-authorized designee through this Ordinance. Because the Refunding Act requires that refunding bonds be sold at public sale, there can be no assurance that market conditions at the time of such sale will be similar to the prevailing rates on the date of the enactment of this Ordinance. If the rates of interest on the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the County Council, through the authority delegated to the Administrator and/or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

(l) It is now in the best interest of the County for the County Council to provide for the issuance and sale of general obligation refunding bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) refunding the Bonds to be Refunded; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued general obligation refunding bonds of the County to be designated "[Amount Issued] General Obligation Refunding Bonds, [Series Designation], of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(l) of this Ordinance.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2003 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with Wells Fargo Bank, N.A. (the "Escrow Agent") and held by it under a written refunding trust agreement between the Escrow Agent and the County (the "Refunding Trust Agreement") in an irrevocable trust account. It shall be the duty of such Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in obligations of the United States or any agency thereof and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement.

The Administrator and/or his lawfully-authorized designee are hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance, including the execution and delivery of the Refunding Trust Agreement. The Refunding Trust Agreement shall be dated the date of delivery of the Bonds to the initial purchasers thereof.

Upon the award of the Bonds, the County shall designate the Bonds to be Refunded for redemption on a date determined by the Administrator and/or his lawfully-authorized designee in accordance with the 2003 Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds



maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Within twenty-four (24) hours after the receipt of bids, the Administrator is hereby authorized to designate the registrar and paying agent (the "Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

By separate ordinance, the County intends to authorize the issuance and sale of general obligation refunding bonds in an amount sufficient to refund all or a portion of the County's \$20,600,000 General Obligation Bonds, Series 2001A dated August 1, 2001, and the County's \$13,435,000 General Obligation Refunding Bonds, Series 2001C dated August 1, 2001 (together, the "Series 2001 Bonds").

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds; (g) for purposes of continuing disclosure, whether the County shall execute a Disclosure Dissemination Agent Agreement or a Continuing Disclosure Certificate and approval of the provisions thereof; and (h) to determine whether the bonds authorized herein shall be sold together with the bonds authorized by separate ordinance to be issued and sold to refund the Series 2001A and Series 2001C Bonds.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from the operation of the System after defraying the costs of operation and maintenance of the System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended; provided, further, that County Council does hereby covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.



SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.



If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale. Appropriate modifications shall be made in the Notice of Sale if the Bonds are offered to purchase as BABs.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as "near final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement or a Continuing Disclosure Certificate, the form of which shall be approved by the Administrator. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement or Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement. The remaining proceeds, if any, shall be deposited with the Treasurer of the County in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit D, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds; provided, however, that for purposes of this covenant only, the County shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the IRC with respect to the Bonds to be issued as BABs. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 54AA, 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 21 Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel and Ross, Sinclaire & Associates, LLC, as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this 1<sup>st</sup> day of March, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

By: Paul Livingston  
Paul Livingston, Chairman  
Richland County Council

(SEAL)

ATTEST THIS 18<sup>th</sup> DAY OF  
MARCH, 2011:

Michelle R. Cannon-Finch  
Michelle R. Cannon-Finch  
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Elizabeth A. McCl...  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content

Date of First Reading:	February 1, 2011
Date of Second Reading:	February 15, 2011
Date of Public Hearing:	March 1, 2011
Date of Third Reading:	March 1, 2011

Signature Page to Ordinance No. 014-11HR

FORM OF BOND

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 \_\_\_\_\_

No. R-

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

JEANETTE W. McBRIDE  
 C.C.P. & G.S.  
 2011 MAR 18 PM 2:40  
 FILED  
 RICHLAND COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment of the principal and interest on this Bond as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from the operation of the System after defraying the costs of operation and maintenance of the System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended; provided, further, that County Council does hereby covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the Bonds when due,



and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. 014-111HR duly enacted by the County Council on March 1, 2011.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as



required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

Paul J. Hightler  
Chair, County Council

(SEAL)  
ATTEST:

Michelle R. Adams Smith  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

\_\_\_\_\_ as Registrar

By: \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

\_\_\_\_\_  
Custodian  
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors  
\_\_\_\_\_

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

\_\_\_\_\_  
Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

\_\_\_\_\_  
NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on March 1, 2011, enacted Ordinance No. 014-11HR entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, WITH AN APPROPRIATE SERIES DESIGNATION, IN AN AMOUNT SUFFICIENT TO REFUND CERTAIN MATURITIES OF OUTSTANDING BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of Sewer System General Obligation Refunding Bonds (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) refunding certain maturities of outstanding bonds of the County; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,  
South Carolina

## FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS,  
 SERIES 2011 \_\_\_\_\_  
 OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2011, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011 \_\_\_\_\_, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ \_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011 \_\_\_\_\_, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of J. Milton Pope, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

**PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.**

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2011; will be in denominations of \$5,000 or any integral multiple thereof not

exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Within twenty-four (24) hours after the receipt of bids, the County will designate the registrar and paying agent (the "Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of Richland County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from the operation of the System after defraying the costs of operation and maintenance of the System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended; provided, further, that County Council does hereby covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the



annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$\_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011\_\_\_, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in

form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2011, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with J. Milton Pope, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054, the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, Suite 1800, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net) or with the County's Financial Advisor, R. Michael Gallagher, Ross, Sinclaire & Associates, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina, 20201, telephone (803) 771-8707, e-mail: [mgallagher@rsamuni.com](mailto:mgallagher@rsamuni.com).

RICHLAND COUNTY, SOUTH CAROLINA

C-4

COLUMBIA 1026977v2

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on March 1, 2011, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of Sewer System General Obligation Refunding Bonds of the County in an amount sufficient to refund certain outstanding general obligation bonds, to pay costs of issuance of the Bonds and for such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

/s/Chair, County Council, Richland County,  
South Carolina

**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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ORDINANCE NO. \_\_\_-21HR

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

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

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, the county council of any county of the State of South Carolina may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

(c) Pursuant to Title 4, Chapter 15 and Title 11, Chapters 15, 21, and 27, Code of Laws of South Carolina 1976, as amended (collectively, "County Bond Act"), the county council of any county of the State may issue refunding bonds to such extent as such that county shall be indebted by way of principal, interest and redemption premium upon any outstanding bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time to effect the refunding of any of its outstanding bonds, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption, unless the county council finds that a savings can be effected through advanced refunding of the outstanding bonds.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. The County Bond Act further provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The County has determined that it may achieve debt service savings through the refunding of all or a portion of its outstanding original principal amount of \$12,295,000 Sewer System General Obligation Refunding Bonds, Series 2011A ("Refunded Bonds"), which may be refunded any time on or after the redemption date of March 1, 2021 ("Refunding").

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount

not to exceed \$13,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** Pursuant to the Constitution and the laws of the State of South Carolina, the County is authorized to issue not exceeding \$13,000,000 in general obligation bonds of the County to be designated “General Obligation Refunding Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, “County Administrator”); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the

contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository

Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

**SECTION 10. Form of Bonds.** The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. Exemption from State Taxation.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. Sale of Bonds, Form of Notice of Sale.** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as

the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

**SECTION 14. *Deposit and Application of Bond Proceeds.*** The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

**SECTION 15. *Preliminary and Final Official Statement.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

**SECTION 16. *Defeasance.***

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.



(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 17. *Authority to Issue Bond Anticipation Notes.*** If the County Administrator or Chair, after consultation with the County's financial advisor and bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended ("BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

**SECTION 18. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity

thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 19. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 20. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*** The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

**SECTION 22. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 23. *Retention of Bond Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 24. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 25. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature Page Follows]*

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021



**EXHIBIT A**  
**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2021

No. R-[]			\$[]
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or

currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 15, 21 and 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2021 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal of and interest on this bond as it matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this bond as it matures and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed  
(both dates inclusive)

Redemption Price

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2021

This bond is one of the Bonds described in the within-defined Ordinance of Richland County, South Carolina.

\_\_\_\_\_ as Registrar/Paying Agent

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_  
(Cust)

Custodian \_\_\_\_\_  
(Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used, though not in the above list.



**FORM OF ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program ("**STAMP**") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT B**  
**FORM OF BAN**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County“) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2021. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 014-11HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, WITH AN APPROPRIATE SERIES DESIGNATION, IN AN AMOUNT SUFFICIENT TO REFUND CERTAIN MATURITIES OF OUTSTANDING BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) The County Council has previously determined to establish, operate, and maintain a wastewater collection and treatment system in the Nicholas Creek and Hollingshed Creek drainage basins and also certain County landfill facilities (the "System"); the County Council has previously created a sewer district known as East Bluff Sewer Assessment District; and County Council has previously created a sewer assessment district known as the Romain-Meech-Burbank Sewer Assessment District, all pursuant to the favorable results of a referendum held in Richland County on November 7, 1978, on the question of the County's providing sewage services and the provisions of Section 44-55-1410 of the Code of Laws of South Carolina 1976, as amended and other provisions of law.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended ("Title 11, Chapter 27"), provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) Section 12 of Article X of the South Carolina Constitution prohibits the issuance of general obligation bonds of any county to finance wastewater collection and treatment facilities benefiting only a particular geographic section of a county unless a special assessment, tax, or service charge in an amount designed to provide debt service shall be imposed upon the areas or persons receiving the benefit therefrom.

(f) Pursuant to the provisions of the County Bond Act, Title 11, Chapter 27 and Article X, Section 12 of the South Carolina Constitution, the County has provided for the imposition and collection of assessments against all property located in the East Bluff Sewer Assessment District and the Romain-Meech-Burbank Sewer Assessment District in an amount sufficient to pay, when due, debt service on bonds to be authorized hereunder.

(g) After due investigation, County Council has determined and hereby finds that the imposition and collection of user fees and tap fees on the customers of the System and the assessment and collection of assessments against properties located in the East Bluff Sewer Assessment District and the Romain-Meech-Burbank Sewer Assessment District will be sufficient to provide for the payment of the principal and interest on the bonds to be issued hereunder, and the requirements of Article X, Section 12 of the South Carolina Constitution with respect to the issuance of the bonds provided for herein have been met.

(h) Pursuant to constitutional and statutory authorizations and Ordinance No. 021-03HR duly enacted by the County Council on April 8, 2003, the County has heretofore issued its \$6,275,000 Sewer System General Obligation Refunding Bonds, Series 2003E dated September 1, 2003 (the "Series 2003E Bonds").

(i) The Series 2003E Bonds are currently outstanding in the amount of \$3,270,000. The Series 2003E Bonds maturing on or after March 1, 2012, are subject to redemption at the option of the County on or after March 1, 2011, in whole or in part at any time, at a redemption price of par together with the interest accrued thereon to the date fixed for redemption.

(j) Title 11, Chapter 21 of the S.C. Code provides that any public agency may utilize the provisions of Title 11, Chapter 15, Article 5 as amplified by Title 11, Chapter 21 of the Code of Laws of South Carolina 1976, as amended (the "Refunding Act") to effect the refunding of any of its outstanding bonds. The Refunding Act authorizes and provides the procedure for the issuance of general obligation bonds whose proceeds are to be used to pay, in whole or in part, sums due on general obligation bonds previously issued and further provides that any issuer may issue general obligations bonds to such extent as such issuer shall be indebted by way of principal, interest, and redemption premium upon any outstanding general obligation bonds.

(k) Based on current market conditions and projected savings, the County Council finds that it is in the best interest of the County to effect a refunding of certain maturities of the Series 2003E Bonds (the "Bonds to be Refunded") because a savings can be effected through the refunding of such Series 2003E Bonds. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, realized through the refunding of the Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator (the "Administrator") and/or his lawfully-authorized designee through this Ordinance. Because the Refunding Act requires that refunding bonds be sold at public sale, there can be no assurance that market conditions at the time of such sale will be similar to the prevailing rates on the date of the enactment of this Ordinance. If the rates of interest on the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the County Council, through the authority delegated to the Administrator and/or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

(l) It is now in the best interest of the County for the County Council to provide for the issuance and sale of general obligation refunding bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) refunding the Bonds to be Refunded; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued general obligation refunding bonds of the County to be designated "[Amount Issued] General Obligation Refunding Bonds, [Series Designation], of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(l) of this Ordinance.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2003 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with Wells Fargo Bank, N.A. (the "Escrow Agent") and held by it under a written refunding trust agreement between the Escrow Agent and the County (the "Refunding Trust Agreement") in an irrevocable trust account. It shall be the duty of such Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in obligations of the United States or any agency thereof and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement.

The Administrator and/or his lawfully-authorized designee are hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance, including the execution and delivery of the Refunding Trust Agreement. The Refunding Trust Agreement shall be dated the date of delivery of the Bonds to the initial purchasers thereof.

Upon the award of the Bonds, the County shall designate the Bonds to be Refunded for redemption on a date determined by the Administrator and/or his lawfully-authorized designee in accordance with the 2003 Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds



maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Within twenty-four (24) hours after the receipt of bids, the Administrator is hereby authorized to designate the registrar and paying agent (the "Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

By separate ordinance, the County intends to authorize the issuance and sale of general obligation refunding bonds in an amount sufficient to refund all or a portion of the County's \$20,600,000 General Obligation Bonds, Series 2001A dated August 1, 2001, and the County's \$13,435,000 General Obligation Refunding Bonds, Series 2001C dated August 1, 2001 (together, the "Series 2001 Bonds").

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds; (g) for purposes of continuing disclosure, whether the County shall execute a Disclosure Dissemination Agent Agreement or a Continuing Disclosure Certificate and approval of the provisions thereof; and (h) to determine whether the bonds authorized herein shall be sold together with the bonds authorized by separate ordinance to be issued and sold to refund the Series 2001A and Series 2001C Bonds.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from the operation of the System after defraying the costs of operation and maintenance of the System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended; provided, further, that County Council does hereby covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.



SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale. Appropriate modifications shall be made in the Notice of Sale if the Bonds are offered to purchase as BABs.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as "near final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement or a Continuing Disclosure Certificate, the form of which shall be approved by the Administrator. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement or Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement. The remaining proceeds, if any, shall be deposited with the Treasurer of the County in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit D, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds; provided, however, that for purposes of this covenant only, the County shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the IRC with respect to the Bonds to be issued as BABs. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 54AA, 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 21 Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel and Ross, Sinclaire & Associates, LLC, as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]



Enacted this 1<sup>st</sup> day of March, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

By: Paul Livingston  
Paul Livingston, Chairman  
Richland County Council

(SEAL)

ATTEST THIS 18<sup>th</sup> DAY OF  
MARCH, 2011:

Michelle R. Cannon-Finch  
Michelle R. Cannon-Finch  
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Elizabeth A. McCl...  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content

Date of First Reading: February 1, 2011  
Date of Second Reading: February 15, 2011  
Date of Public Hearing: March 1, 2011  
Date of Third Reading: March 1, 2011

Signature Page to Ordinance No. 014-11HR



and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. 014-111HR duly enacted by the County Council on March 1, 2011.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as

required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

Paul J. Hightler  
Chair, County Council

(SEAL)  
ATTEST:

Michelle R. Adams Smith  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

\_\_\_\_\_ as Registrar

By: \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

\_\_\_\_\_  
Custodian  
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors  
\_\_\_\_\_

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

\_\_\_\_\_  
Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

\_\_\_\_\_  
NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council



FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on March 1, 2011, enacted Ordinance No. 014-11HR entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, WITH AN APPROPRIATE SERIES DESIGNATION, IN AN AMOUNT SUFFICIENT TO REFUND CERTAIN MATURITIES OF OUTSTANDING BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of Sewer System General Obligation Refunding Bonds (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) refunding certain maturities of outstanding bonds of the County; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,  
South Carolina

## FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS,  
 SERIES 2011 \_\_\_\_\_  
 OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2011, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011 \_\_\_\_\_, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ \_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011 \_\_\_\_\_, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of J. Milton Pope, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

**PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.**

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2011; will be in denominations of \$5,000 or any integral multiple thereof not

exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Within twenty-four (24) hours after the receipt of bids, the County will designate the registrar and paying agent (the "Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of Richland County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from the operation of the System after defraying the costs of operation and maintenance of the System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended; provided, further, that County Council does hereby covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the

annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$\_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011\_\_\_, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in



form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2011, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with J. Milton Pope, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054, the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, Suite 1800, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net) or with the County's Financial Advisor, R. Michael Gallagher, Ross, Sinclaire & Associates, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina, 20201, telephone (803) 771-8707, e-mail: [mgallagher@rsamuni.com](mailto:mgallagher@rsamuni.com).

RICHLAND COUNTY, SOUTH CAROLINA

C-4

COLUMBIA 1026977v2



FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on March 1, 2011, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of Sewer System General Obligation Refunding Bonds of the County in an amount sufficient to refund certain outstanding general obligation bonds, to pay costs of issuance of the Bonds and for such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

/s/Chair, County Council, Richland County,  
South Carolina

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**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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ORDINANCE NO. \_\_\_-21HR

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

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

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, the county council of any county of the State of South Carolina may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

(c) Pursuant to Title 4, Chapter 15 and Title 11, Chapters 15, 21, and 27, Code of Laws of South Carolina 1976, as amended (collectively, "County Bond Act"), the county council of any county of the State may issue refunding bonds to such extent as such that county shall be indebted by way of principal, interest and redemption premium upon any outstanding bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time to effect the refunding of any of its outstanding bonds, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption, unless the county council finds that a savings can be effected through advanced refunding of the outstanding bonds.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. The County Bond Act further provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The County has determined that it may achieve debt service savings through the refunding of all or a portion of its outstanding original principal amount of \$12,295,000 Sewer System General Obligation Refunding Bonds, Series 2011A ("Refunded Bonds"), which may be refunded any time on or after the redemption date of March 1, 2021 ("Refunding").

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount not to exceed \$13,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** Pursuant to the Constitution and the laws of the State of South Carolina, the County is authorized to issue not exceeding \$13,000,000 in general obligation bonds of the County to be designated “General Obligation Refunding Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, “County Administrator”); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.



The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to

be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

**SECTION 10. Form of Bonds.** The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. *Exemption from State Taxation.*** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. *Sale of Bonds, Form of Notice of Sale.*** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

**SECTION 14. *Deposit and Application of Bond Proceeds.*** The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

**SECTION 15. *Preliminary and Final Official Statement.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

**SECTION 16. *Defeasance.***

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and

obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 17. Authority to Issue Bond Anticipation Notes.** If the County Administrator or Chair, after consultation with the County's financial advisor and bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended ("BAN Act") rather than Bonds would result in a substantial savings in interest under

prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

**SECTION 18. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other



governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 19. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 20. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.***

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

**SECTION 22. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 23. *Retention of Bond Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 24. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 25. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature Page Follows]*

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

*(SEAL)*

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

**EXHIBIT A**  
**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2021

No. R-[]				\$[]
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>	
[] %	[]	[]	[]	

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each

semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 15, 21 and 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2021 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal of and interest on this bond as it matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this bond as it matures and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each



Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

<u>Period During Which Redeemed</u> <u>(both dates inclusive)</u>	<u>Redemption Price</u>
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If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2021

This bond is one of the Bonds described in the within-defined Ordinance of Richland County, South Carolina.

\_\_\_\_\_ as Registrar/Paying Agent

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_  
(Cust)

Custodian \_\_\_\_\_  
(Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used, though not in the above list.

**FORM OF ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program ("**STAMP**") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT B**  
**FORM OF BAN**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2021. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.



IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council

Richland County, South Carolina  
 Refunding Analysis - Sewer System General Obligation Refunding Bonds, Series 2011A

**Public Sale Current Refunding - 6/29/2021 Close**

Refunded Bonds	Series 2011A
Par Amount	12,295,000
Maturities	3/1/2022 - 3/1/2033
Avg. Coupon	3.92%
Optional Redemption	3/1/2021 @ 100%
Refunding Bonds	Series 2021
Par Amount	10,815,000
All-in True Interest Cost	1.473%
<b>Net PV Savings (\$)</b>	<b>1,902,690</b>
<b>Net PV Savings (%)</b>	<b>15.48%</b>
Average Annual Savings	169,259

Fiscal Year Ending	Cash Flow Savings
6/30/2022	177,173
6/30/2023	169,225
6/30/2024	166,925
6/30/2025	170,075
6/30/2026	167,413
6/30/2027	167,125
6/30/2028	170,525
6/30/2029	169,400
6/30/2030	168,400
6/30/2031	168,350
6/30/2032	168,900
6/30/2033	167,600
<b>Total Cash Flow Savings</b>	<b>2,031,111</b>

Assumptions:

- Closing on June 29, 2021
- Cost of Issuance: \$200,000
- Underwriter's Discount: \$5/Bond
- Level Annual Savings
- Current Market Tax-Exempt Interest Rates as of April 5, 2021
- Tax-exempt rates could rise by 42 bps and achieve same level of PV savings as the bank placement option.

**Bank Placement Current Refunding - 6/29/2021 Close**

Refunded Bonds	Series 2011A
Par Amount	12,295,000
Maturities	3/1/2022 - 3/1/2033
Avg. Coupon	3.92%
Optional Redemption	3/1/2021 @ 100%
Refunding Bonds	Series 2021
Par Amount	12,250,000
All-in True Interest Cost	1.852%
<b>Net PV Savings (\$)</b>	<b>1,555,164</b>
<b>Net PV Savings (%)</b>	<b>12.65%</b>
Average Annual Savings	143,239

Fiscal Year Ending	Cash Flow Savings
6/30/2022	143,591
6/30/2023	143,038
6/30/2024	143,668
6/30/2025	142,810
6/30/2026	143,195
6/30/2027	142,833
6/30/2028	143,293
6/30/2029	143,705
6/30/2030	143,128
6/30/2031	143,368
6/30/2032	143,365
6/30/2033	142,878
<b>Total Cash Flow Savings</b>	<b>1,718,869</b>

Assumptions:

- Closing on June 29, 2021
- Cost of Issuance: \$75,000
- Underwriter's Discount: N/A
- Level Annual Savings
- Bank Rate: 1.75%

# Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Curb to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT CURB TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”) and has expanded the Park’s boundaries to include the Project (as defined below);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Curb, (“Sponsor”), desires to expand a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$20,000,000 and the creation of 165 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

**Section 6. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.



RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: May 4, 2021  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**PROJECT CURB**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2021**

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- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit]
- Exhibit E – Description of Claw Back



**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Project Curb</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	30 Years	Section 1.1
• Contract Minimum Investment Requirement	\$20,000,000	Section 1.1
• Contract Minimum Jobs Requirement	165	Section 1.1
• Investment Period	5 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	.5805	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
• Claw Back Information	See Exhibit E	Section 6.1
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Infrastructure Credit</b>		
• Brief Description	50%	Section 5.1
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<b>Other Information</b>		

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of \_\_\_\_\_, 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT CURB, a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

[(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”)];

(c) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$20,000,000 and the creation of 165 new, full-time jobs];

(d) By an ordinance enacted on \_\_\_\_\_, 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall 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 Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$20,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 165 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2021, the Final Termination Date is expected to be January 15, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act[or Section 4-1-175 of the MCIP Act] and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on [DATE].

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the [NAME OF MULTICOUNTY PARK AGREEMENT], dated as of [DATE], between the County and [PARTNER COUNTY], South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Curb and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment [or job creation] at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and



following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on \_\_\_\_\_, 2021 by adopting an Inducement Resolution, as defined in the Act on \_\_\_\_\_, 2021.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project.

However, if the Contract Minimum Investment Requirement is not met by the end of the investment period, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period]/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. *Infrastructure Credits.*** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. *Claw Back.*** If the Sponsor fails to perform its obligations as described in Exhibit E to this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. *Events of Default.*** The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

### **Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement with no obligation to repay any Infrastructure Credits; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## **ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, during normal business hours and subject to Sponsor's health and safety requirements and guidelines, on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("**Confidential**



*Information*”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County

Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's

joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Project Curb

\_\_\_\_\_

Attn: \_\_\_\_\_

**WITH A COPY TO (does not constitute notice):**

Haynsworth Sinkler Boyd, P.A.

Attn: Gary W. Morris

1201 Main Street, Suite 2200

Columbia, SC 29201

**IF TO THE COUNTY:**

Richland County, South Carolina

Attn: Richland County Economic Development Director

2020 Hampton Street

Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP

Attn: Ray E. Jones

1221 Main Street, Suite 1100 (29201)

Post Office Box 1509

Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied

confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*



**PROJECT CURB**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_m 2021 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Curb (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**EXHIBIT C**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010, RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the forms of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

C-1

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

All qualifying expenses of the Company during the Investment Period shall qualify for a 10-year, 50% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Company will receive an annual credit in an amount equal to 50% of the annual FILOT Payment with respect to the Project; provided however, the Company may elect to begin application of the Infrastructure Credit in a year other than the year in which the first annual FILOT Payment is done. In such event, the Company shall provide notice to the Economic Development Director of the County. Upon selection by the Company of the year in which the Infrastructure Credit shall first apply, the Infrastructure Credit will continue to be applied to the next nine annual FILOT Payments.



**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

If the Company fails to achieve the Contract Minimum Investment Requirement and/or the Contract Minimum Jobs Requirement by the end of the Investment Period, the Company shall pay to the County a pro-rata portion of the Infrastructure Credits previously claimed and received by the Company according to the below formula. In addition, any prospective Infrastructure Credits shall be reduced by the Claw Back Percentage determined by the following formula.

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

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

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

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County granted \$200,000 in Infrastructure Credits, and \$18,000,000 had been invested at the Project and 140 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 140/165 = 85\%$$

$$\text{Investment Achievement Percentage} = \$18,000,000/\$20,000,000 = 90\%$$

$$\text{Overall Achievement Percentage} = (85\% + 90\%)/2 = 87.5\%$$

$$\text{Claw Back Percentage} = 100\% - 87.5\% = 12.5\%$$

$$\text{Repayment Amount} = \$200,000 \times 12.5\% = \$25,000$$

Thereafter, the Infrastructure Credit applicable to prospective FILOT Payments would be reduced to 43.75%.

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND A COMPANY KNOWN FOR THE TIME BEING AS PROJECT COYOTE; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Project Coyote, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), including any current Sponsor Affiliates (collectively, “Company”), desires to invest capital in the County in order to establish a manufacturing and warehouse operation in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$5,000,000 in taxable real and personal property and the creation of approximately 20 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Company to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.

**Section 2.** County Council commits to negotiate the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3.** County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

**Section 4.** This Resolution is effective after its approval by the County Council.

RESOLVED: May 4, 2021

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

*(SEAL)*  
ATTEST:

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Clerk to County Council

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and a company known for the time being as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS PROJECT COYOTE, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Coyote, (“Sponsor”), including any current Sponsor Affiliates (collectively, “Company”) desires to establish a manufacturing and warehouse operation in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$5,000,000 and the creation of 20 new, full-time jobs; and

WHEREAS, at the request of the Company and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, along with any current Sponsor Affiliates, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Company, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish,

the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each 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 agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

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



RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: May 4, 2021  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**PROJECT COYOTE**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<b>Project Coyote</b>	
<b>Project Location</b>	[ ]	<b>Exhibit A</b>
<b>Tax Map No.</b>	[ ]	Exhibit A
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	Section 1.1, Terms (Phase Termination Date)
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$5,000,000	Section 1.1, Terms (Contract Minimum Investment Requirement)
<ul style="list-style-type: none"> <li>• Contract Minimum Jobs Requirement</li> </ul>	20	Section 1.1, Terms (Contract Minimum Jobs Requirement)
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 years	Section 4.1
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	Section 4.1
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	0.5805	Section 4.1
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Section 4.1
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	So long as the company meets the Act Minimum Investment Requirement, there will be no retroactive claw back on FILOT Payments and the FILOT will remain in effect for the remainder of the Fee Term.	Exhibit E
<b>Multicounty Park</b>	Yes - I-77 Corridor Regional Industrial Park (Fairfield County)	Section 1.1, Terms (Multicounty Park)
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>• Brief Description</li> </ul>	40% credit for 9 years	Exhibit D
<ul style="list-style-type: none"> <li>• Credit Term</li> </ul>	9 years	Exhibit D
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Company will be responsible for repayment of a percentage of infrastructure credits awarded, based upon an equal average of the Jobs Achievement Percentage and Investment Achievement Percentage.	Exhibit E
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## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County and Project Coyote, a limited liability company organized and existing under the laws of the State of [STATE] (“*Sponsor*”) along with any current Sponsor Affiliates (collectively, “*Company*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

[(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”)];

(c) The Company has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$5,000,000 and the creation of 20 new, full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Company to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the

Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall 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 Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$5,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 20 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2027, the Final Termination Date is expected to be December 31, 2056, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, following the expiration of the Investment Period, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service following the expiration of the Investment Period as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means **Project Coyote** and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all

consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on [DATE] by adopting an Inducement Resolution, as defined in the Act on [DATE].

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing and warehouse facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, **2022**. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, **2023** the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.



The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. If such property is restored and replaced following the expiration of the Investment Period, all restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), and if the Investment Period has expired, then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to

making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

**Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received

by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount not to exceed \$3,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

## ARTICLE X MISCELLANEOUS

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the



other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Project Coyote  
[ ]

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Sam Moses  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts; Electronic Signatures.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God including but not limited to issues of public health or government-mandated or recommended lockdowns, economic downturns affecting the U.S. construction industry, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement.

The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. *Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. *Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*Signature pages follow*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement*

**[PROJECT COYOTE]**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

[ ]



**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [Project Coyote] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**AS INDUCEMENT FOR THE INVESTMENT AND IN ACCORDANCE WITH SECTION 12-44-70 OF THE ACT, THE COUNTY GRANTS TO THE SPONSOR, AND, AS APPLICABLE, ANY CURRENT AFFILIATES, INFRASTRUCTURE CREDIT BENEFITS EQUAL TO THE FOLLOWING:**

**FORTY PERCENT (40%) OF THE VALUE OF THE ANNUAL FILOT PAYMENT DUE FOR TAX YEARS ONE (1) THROUGH NINE (9), BEGINNING WITH THE FIRST YEAR FOR WHICH A FILOT PAYMENT BECOMES DUE.**



**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

**FILOT Payments**

So long as the Sponsor, along with any Sponsor Affiliates, meets the Act Minimum Investment Requirement, there will be no retroactive claw back on any FILOT Payments and the FILOT will remain in effect for the remainder of the Fee Term.

**Special Source Revenue Credits**

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement**

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County granted \$1,000 in Infrastructure Credits, and \$3,000,000 had been invested at the Project and 25 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 25/20 = 125%*

*Investment Achievement Percentage = \$3,000,000/\$5,000,000 = 60%*

*Overall Achievement Percentage = (125% + 60%)/2 = 92.5%*

*Claw Back Percentage = 100% -92.5% = 7.5%*

*Repayment Amount = \$1000 x 7.5% = \$75*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: William Zachery Riley

Home Address: 656 Village Drive Chapin SC 29036

Telephone: (home) 803.932.8383 (work) 803.609.7871

Office Address: 656 Village Market Drive Chapin SC 29036

Email Address: williamriley@totalemployeesourcing.com

Educational Background: Bachelors in Busines Administration / Masters Human Resources

Professional Background: Human Resources Consultant/ Teacher

Male [X] Female [ ] Age: 18-25 [ ] 26-50 [X] Over 50 [ ]

Name of Committee in which interested: I Currently serve as the Chairman for the Community Relations Council. My first term ends on June 26 and I would like to serve a second term on the board

Reason for interest: I have a passion for serving others and tackle the tough issues that plague our communities daily.

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

Community Relations Council

Presently serve on any County Committee, Board or Commission? Yes, Community Relations Council

Any other information you wish to give? Not at this time

Recommended by Council Member(s): N/A

Hours willing to commit each month: 40

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


  
\_\_\_\_\_  
Applicant's Signature

06/11/2020 \_\_\_\_\_  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>		
Date Received:	<u>4-11-2020</u>	Received by: 
Date Sent to Council:	_____	
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



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

**Applicant MUST reside in Richland County.**

Name: Derrick Fickling

Home Address: 316 Baybridge Drive

Telephone: (home) 803-606-4617 (work) 803-264-2492

Office Address: 4101 Percival Rd

Email Address: Derrick.L.Fickling@gmail.com

Educational Background: Masters Human Resource Management. & Mgmt & Ldrsp

Professional Background: Director of Operations- Blue Cross Blue Shield

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

Name of Committee in which interested: Community Relations Council

Reason for interest: As a leader with The Meeting Place Church of Greater  
Columbia, I have a heart for service and community development

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission: Background in strategic planning, 2019 Graduate of  
Leadership Columbia, ATD Board of Directors - VP of  
Partnerships

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Councilwoman McBride

Hours willing to commit each month: As needed to serve

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_ X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No \_\_\_\_\_ X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Derrick Fichling*

October 1, 2020

Applicant's Signature

Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>10/1/20</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file





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

**Applicant MUST reside in Richland County.**

Name: Maranda J. Williams

Home Address: 362 Elders Pond Circle Columbia, SC 29229

Telephone: (home) 803.873.2563 (work) 803.576.8381

Office Address: Darla Moore School of Business 1014 Greene St. Columbia, SC 29208

Email Address: marandawilliams1908@gmail.com

Educational Background: Bachelor of Arts in Mass Communications (UofSC), MBA (Univ. of Phoenix)

Professional Background: I have more than 15 years experience in sales, marketing and communications.

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I am interested in serving my community on this council because I am passionate about seeing local businesses and families flourish. Communications plays a huge role in this process.

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

I love building relationships and strategic partnerships. I am goal oriented, and I love people. I am not a stranger to hard work, and I am not afraid to ask tough questions. I can communicate with people on all levels.

Presently serve on any County Committee, Board or Commission? Not at this time.

Any other information you wish to give? My resume outlining my professional experience is attached.

Recommended by Council Member(s): Jesica Mackey

Hours willing to commit each month: I am willing to commit 15-20 hours per month, or more if needed.

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maranda Williams 3/4/2021  
Applicant's Signature Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/3/21</u>	Received by: <u>jhno</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

# MARANDA J. WILLIAMS

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362 Elders Pond Circle Columbia, SC 29229 | 803.873.2563 | [marandawilliams1908@gmail.com](mailto:marandawilliams1908@gmail.com)

## Profile

Marketing and communications manager offering experience in strategic communications, social media strategy, special event coordination and project management. Excellent written and verbal communicator with proven creative partnership building ability and campaign management skills. Poised and competent team builder who thrives in a fast paced, professional environment.

## Areas of Expertise

- Public Relations
- Recruiting
- Community Outreach
- Business Development and Account Management
- Social Media
- Corporate Compliance
- Staff Training
- Career Development
- Contracts and Negotiating
- Excellent Research Skills
- Human Resources

## Education

**Bachelor of Arts, University of South Carolina College of Mass Communications, 2004**

**Master of Business Administration, University of Phoenix, Columbia SC Campus, 2009**

## Professional Experience

**Marketing and Communications Manager – Social Media, Alumni Engagement and Development**

**University of South Carolina/Darla Moore School of Business**

April 2019-Present

### Duties Include:

- Responsible for the creation and implementation of marketing and communications strategies for the Alumni Engagement and Development teams
- Assist in the planning and logistics of the Network with Moore alumni hub events (these events span 14 cities across the US and 5 international locations)
- Manage the social media strategy for the Moore School including Facebook, Instagram, Twitter and LinkedIn (more than 50,000 followers collectively)
- Manage the social media accounts for the dean of the Moore School
- Create storyboards and scripts for video projects to be distributed via social media and e-newsletters
- Schedule and coordinate photo shoots; manages outside vendors when required
- Plan and promote special events such as the Business Leadership Awards for Distinguished Alumni, The Centennial Business Bash and The Legacy Celebration for the Donor Relations Team
- Served on the steering committee for a university-wide initiative of the Office of Diversity and Inclusion, the 'One Creed One Carolina' fundraising campaign

**Director of Sales & Marketing, Capital Senior Living/The Waterford at Columbia**

November 2017-April 2019

### Duties Include:

- Responsible for the creation and implementation of marketing and community relations strategy for independent living residences for seniors
- Manages an \$80,000 annual marketing budget; expenditures include catering for in-house or sponsored events, entertainment retainer fees and promotional materials

- Present community seminars to local medical referral partners and other agencies including hospital discharge planners, nurses and nurse practitioners, hospice groups and geriatric physician offices
- Plans special events, such as Casino Night and Community Health Fairs for the community; submits press releases to local media outlets for coverage
- Refer at home nursing solutions or programs for medical care to families and prospective residents; Discuss options for Veteran's Aid and Attendance and Medicare supported home health care options
- Secure sponsorships for events and manage volunteers, vendor spaces and event logistics
- Trains front desk staff and management team on evening and weekend marketing activities as needed
- Prepare weekly and monthly reports on current resident census and occupancy goals, marketing efforts and profitability
- Design flyers and create content for "OneDay for Seniors" video application to maintain constant contact with families and prospective residents
- Updates the community life and events website for the community; creates content for informational materials to send to families and healthcare providers
- Provide educational tours for prospective families and referral partners of the community

**Career Development Specialist/Social Media Coordinator, Virginia College**

August 2015-October 2017

**Duties Include:**

- Career coaching and advising for multiple program graduates including medical assisting, pharmacy technician, surgical technician and network technology
- Manage, create and coordinate opportunities for graduates to gain experience in their chosen fields
- Recruit businesses to offer employment opportunities for graduates
- Consult client companies on candidate sourcing, onboarding, contract negotiations, training and salary administration
- Plan and coordinate on campus hiring events for graduates; utilize LinkedIn, Facebook, and additional social media sites to promote employment opportunities and career planning initiatives
- Develop and maintain strategic partnerships with local employers, community resource agencies, and colleges that offer post-graduate opportunities
- Conducts a Professionalism 101 Series for specific programs to target soft skills training for students (courses include conflict resolution, dress for success, and teamwork)
- Created and implemented the first Career Services Week at the Columbia Campus
- Creates flyers, invitations, and social media posts for events
- Plan, coordinate, and handles logistics for graduations (over 200 graduates per ceremony) and new student orientations (50-75 students per orientation)
- Coordinates training and onboarding for new career services team members
- Served as the United Way Ambassador for in-house employee fundraising opportunities; scheduled and promoted events, coordinated giveaways for employee donations through payroll deductions

**Marketing Coordinator/Community Relations Representative, Kenneth Shuler Schools, Inc.**

**(Technical school with 7 locations throughout the state of South Carolina)**

June 2008- August 2015

**Duties include:**

- Responsible for public relations, social media, marketing and student enrollment
- Recruited students based on their career targets and ensuring their goals and objectives are parallel to the educational mission of the school
- Recruited instructors for salon and classroom environments; conducted interviews in person or via teleconference

- Consistently exceed annual enrollment goals and placement rates of graduated students; sales strategies and business development opportunities grew enrollment by 234% within the first year
- Strategically plan and implement marketing, public relations, and fundraising initiatives and major events and sponsorships including a Breast Cancer Awareness Month Makeover (coverage received by a variety of media outlets within the Columbia market including television and radio); instrumental in creating and planning the annual Wine, Dine, and Design Fashion Show Fundraiser
- Created content for press releases and marketing materials
- Assists in the final decision of advertising campaign launches to coordinate with school and community initiatives; prepares communication (internal and external) to coordinate with new initiatives and program launches including press releases, blog entries and reports.
- Assisted in introducing and maintaining social media resource tools for the school to promote events, enrollment opportunities, and salon promotions
- Coordinate and represent the school at a variety of career expos, trade shows, parent university and financial aid workshops, career fairs, industry professional lunches, and community events
- Establish, maintain, and facilitate relationships with students, alumni, local high school guidance and career counselors, industry related professionals, and various community organizations
- Work directly with students to create business plans and alternative resource plans to ensure professional success and program completion; create strategies to improve student retention rates
- Provides training for resume and portfolio building for students; maintains job placement board and relationships with potential employers
- Ensure that all forms, literature and filing systems are in compliance with accrediting agencies (NAACAS and the US Department of Education)

**Recruiter/Account Executive, AppleOne Employment**

October 2006- June 2008

**Duties include:**

- Served as a staffing consultant/partner with local business owners
- Recruited candidates for positions at client sites based on job descriptions and client needs
- Inside and outside sales, marketing and recruiting
- Developed plans to effectively market services, while servicing clients; responsible for individually growing independent business monthly and coordinating career fairs when needed
- Developed contracts based on AppleOne requirements for full time job placement offers
- Set revenue achievement plans weekly, while simultaneously tracking progress
- Human Resources duties including onboarding, employee counseling, benefit administration, career development, and staying abreast of employment laws and competitive salaries for client companies
- Served as a backup to the office coordinator when needed to process and distribute payroll
- Attended unemployment hearings when necessary
- Effective and analytical decision making and office management in absence of branch manager

**Advertising Sales Assistant, *The State Newspaper***

August 2004-November 2004 (promoted within 3 months)

**Advertising Account Executive, *Jolie* magazine, *Carolina Bride*, and *The State Newspaper***

December 2004-October 2006

**Duties include:**

- Served as a marketing, advertising and event consultant for *Jolie*, Columbia's premier fashion magazine using consultative sales skills
- Compiled information, research trends in consumer spending for the Columbia market, and aid designers with layouts and creative concepts for advertising proposals

- Assisted editorial staff with articles, monthly features, and event coverage
- Managed an account territory and maintain consistent track record of goal achievement
- Worked directly with advertising agencies to create media plans for clients
- Identified growth in individual companies and consult them on capitalizing on those targets
- Attended and assisted in planning and promoting networking events to generate leads and prospects
- Planned annual marketing and public relations events for *Jolie* magazine and newspaper advertisers
- Secured partnerships and sponsors for advertiser events
- Achieved 157% territory growth in comparison to prior year with *The State*

#### **Affiliations and Organizations**

- **President**, South Carolina Scholastic Press Association, Newspaper Journalism Division, 2000
- **Recording Secretary**, National Association of Black Journalists, 2002-2003
- Alpha Kappa Alpha Sorority, Inc.
- Public Relations Society of America, Corporate Partner 2004-2006
- Volunteer Tutor, Richland School District 1 Partners in Education 2004-2006





APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Rhonda S Williams
Home Address: 1200 Saint Andrews Rd Apt 1415 Columbia, SC 29210
Telephone: (home) 803 741 8063 (work) 803 545 0002
Office Address: 1120 Lincoln St Columbia, SC 29201
Email Address: rwilliams@experiencecolumbiasc.com
Educational Background: Withrop University / Coastal Carolina University
Professional Background: Hospitality & Tourism, Banking
Male [ ] Female [x] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]
Name of Committee in which interested: Community Relations Council
Reason for interest: I have a passion for equality and social justice as well as a desire to see better communication efforts b/w
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am an English major with a strong background in social science. I serve as a member of NACEP and an advocate for the city of Columbia.
Presently serve on any County Committee, Board or Commission? NO for the city of Columbia
Recommended by Council Member(s):
Hours willing to commit each month: 40-50 hrs

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ROA  
Applicant's Signature

2/24/2021  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>2/24/21</u>	Received by: <u>UPHLO</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Penda A. Grice  
Home Address: 1539 Friendly Woods Rd. Blythewood 29016  
Telephone: (home) 803.786.1985 (cell) 803.447.4754  
Office Address: \_\_\_\_\_  
Email Address: lagrice25@gmail.com/mediator2@aol.com  
Educational Background: JD  
Professional Background: Retired Attorney  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Community Relations Council  
Reason for interest: Desire to improve the quality of life in our communities.  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
\_\_\_\_\_  
\_\_\_\_\_  
Presently serve on any County Committee, Board or Commission? No  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: As needed.

**CONFLICT OF INTEREST POLICY**

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

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

Yes \_\_\_\_\_

No \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_

No \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Linda G. Grace

Applicant's Signature

3-1-21

Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/4/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

**Applicant MUST reside in Richland County.**

Name: Keshia McNeal

Home Address: 417 Sedgewood Drive, Columbia, SC 29203

Telephone: (home) (803) 730-8568 (work) \_\_\_\_\_

Office Address: P.O. Box 3685, Columbia, SC 29203

Email Address: keshia\_mcneal@yahoo.com

Educational Background: BA, Spelman College

Professional Background: Licensed REALTOR

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

Name of Committee in which interested: Community Relations Council

Reason for interest: As a Columbia native, I want to inspire changes in the community by becoming a voice for the youth. I will offer a fresh perspective to today's issues.

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

I have sales and real estate experience, knowledge of current events and political/ social issues, effective leadership skills, and great public speaking ability.

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: Available as needed

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

09/30/2020  
\_\_\_\_\_  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>10/2/20</u>	Received by: <u>J. M. ...</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved 316 of 421 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file





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

**Applicant MUST reside in Richland County.**

Name: Reenea R. Harrison, Ph.D.

Home Address: 120 Caughman Ridge Rd., Columbia, SC 29209

Telephone: (home) 803-888-7744 (cell) 803-767-7022

Office Address: Dept. of Retailing, Coll. of HRSM, Univ. of SC, Columbia

Email Address: rharrison724@gmail.com

Educational Background: Ph.D. (1999) & M.Ed. (1989): UofSC; B.A. (1980): Morris College

Professional Background: Education, Radio, Social Svcs (see resume)

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I believe in the mission of the CRC to improve relations and communication among residents, constituents and employers. In addition, I enjoyed serving on the CRC previously.

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

I have many years of experience teaching, counseling and advising many diverse persons and helping them to communicate with and understand each other better.

Presently serve on any County Committee, Board or Commission? No, not presently

Any other information you wish to give? Please see my resume.

Recommended by Council Member(s): ... N/A

Hours willing to commit each month: Whatever is required

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No XX \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No XX \_\_\_\_\_

If so, describe: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Peenea P. Harrison  
Applicant's Signature

March 4, 2021  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/5/21</u>	Received by: <u>Juno</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

**REENEA R. HARRISON, PH. D.**  
Department of Retailing  
College of Hospitality, Retail and Sport Management  
University of South Carolina  
Columbia, SC 29208

Home Telephone #: 803.888.7744

Mobile Telephone #: 803.767.7022

Email Address: rharrison@hrsm.sc.edu

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**ACHIEVEMENTS. . .**

- Lead workshops/presentations in communication and diversity for the Center for Teaching Excellence (CTE) at the UofSC
- Composed Retailing Internship Instructor's Guide as Retailing Internship Director
- Invited to do poster presentation at first USC System Advisors Conference
- Led College of Hospitality, Retail and Sport Management (HRSM) student retention and academic planning efforts as academic planning director
- Established HRSM Peer Mentoring Network and HRSM Faculty Mentor Pool as academic planning director
- Created and posted monthly HRSM Parents Newsletter as academic planning director
- Named Cardinal Newman School Faculty of the Month as guidance director
- Began successful annual College and Military Careers Fair which I planned, coordinated and supervised as guidance director
- Moderated and coordinated successful annual Honors Convocation as guidance director
- Taught *College Skills 103* for Midlands Technical College; taught honors section of *University 101* at USC; taught South Carolina Honors College courses I developed for eight terms; served as director and second reader for honors senior theses
- Created and maintained multiple student handbooks as director of academic affairs and as guidance director
- Chaired and participated on various boards, commissions, task forces and committees in academia and in the local community

**PROFESSIONAL EXPERIENCE. . .**

Clinical Instructor and Internship Director  
College of Hospitality, Retail and Sport Management  
Office of Student Services  
University of South Carolina, Columbia, SC

Spring 2019 – Present

- Assist Retailing students in securing job opportunities
- Supervise and monitor Retailing student practicums and internships for Department of Retailing
- Teach Retailing courses each semester for Department of Retailing
- Supervise Retailing practicum-internship process for Department of Retailing
- Lead information sessions for Retailing students considering doing their practicum or internship

Student Services Manager/ Academic Planning Director

Spring 2013 – Fall 2018

College of Hospitality, Retail and Sport Management  
Office of Student Services  
University of South Carolina, Columbia, SC

- Manage and lead College of HRSM student retention and progression initiatives
- Counsel HRSM students about academic planning
- Advise approximately 600 undergraduate Retailing majors with emphases in Retail Management and Fashion Merchandising and with various minors
- Supervise HRSM Peer Mentoring Network which I established
- Maintain HRSM Faculty Mentor Pool which I established
- Create monthly HRSM Parents Newsletter
- Write relevant information for all HRSM students, such as Points to Ponder, deadlines, instructions, etc., to be posted to Blackboard
- Counsel Retailing majors about opportunities in traditional Retailing careers and in other, non-traditional career fields
- Conduct Freshman and Transfer Orientation presentations
- Interpret and enforce college and departmental policies and procedures
- Moderate Retailing student listserv and write and edit information to post to listserv
- Chaired College of HRSM Admission and Retention Committee for two years
- Wrote information about Retail Management and Fashion Merchandising for Retailing Department's website

- 
- Conducted Resume Writing Skills presentations and mock interviews for *RETL 301: Pre-Internship Seminar*
- Director of Guidance July 2001 – June 2006  
 Cardinal Newman School  
 Columbia, SC
- Supervised Guidance Department, including guidance counselors and Guidance Center
  - Counseled seniors, juniors and their parents about college planning and college admissions matters; assisted students and parents in applying for colleges and scholarships
  - Counseled students and parents about various college planning and admissions matters, such as college choice, high school-to-college transition, and adjustment issues
  - Counseled students, parents and teachers about academic and personal matters
  - Coordinated and moderated conferences among parents, students and teachers
  - Mediated student-to-student, student-to-teacher and student-to-parent conflicts
  - Provided career, intervention and crisis counseling
  - Planned, coordinated and supervised school's major annual events
    - College and Career Fair, which I started
    - Honors Convocation, which I also moderated
    - Course Selection process (advisement)
  - Planned, coordinated and led workshops
    - Career Planning
      - Holland's Theory of Personality and Work Environments
      - Strong Interest Inventory
    - Diversity
    - Financial Aid for College
    - SAT/ACT
  - Developed and wrote
    - *Senior Handbook* to help high school seniors have successful senior year and smoother navigation through college application process
    - *Junior Handbook* to help high school juniors have successful junior year and begin plans for college application process
    - Items for monthly newsletter
    - Public service announcements for local media
    - Job descriptions
    - Confidential reports
  - Edited *Course Selection Handbook* each year
  - Planned and coordinated college/university/military recruiter visits/information sessions
  - Planned, coordinated and supervised annual standardized testing for school
  - Coordinated nomination of students for college/university honors and special awards, scholarships and opportunities
  - Planned and coordinated college/university/military recruiter visits/information sessions
  - Chaired and moderated Mock Interview Committee, which I started
  - Chaired Cardinal Newman 101 Committee, which developed new *Cardinal Newman 101* course to help students become more successful academically by addressing study skills, time management skills and interpersonal skills
  - Assisted students and parents in applying for colleges and scholarships
  - Coordinated nomination of students for college/university honors and special awards, scholarships and opportunities
  - Participated in special guidance counselor conferences sponsored by various educational entities
  - Created forms to facilitate greater efficiency in Guidance Department

Director of Academic Affairs

1989 - 1999

South Carolina Honors College  
 University of South Carolina, Columbia

- Supervised South Carolina Honors College orientation, advisement, and registration process
- Trained and supervised full time professional staff advisors and participated in interviewing and hiring new staff advisors
- Wrote job descriptions for new staff advisor positions

- Helped the Dean develop *SCCC 390Z: Thesis/Project Planning* course
- Advised honors students majoring in English, applied professional sciences, journalism, education & behavioral sciences
- Supervised and coordinated Senior Thesis/Project process for all graduating SCHC seniors each semester
- Developed and coordinated publicity and selection process for SCHC Undergraduate Research Fellowships and Senior Thesis/Project Research Grants
- Surveyed honors students about SCHC advisement process and analyzed and reported results of data
- Developed and wrote *Pre-Enrollment Handbook* and *Director's/Second Reader's Handbook* for Senior Thesis/Project
- Edited *Senior Thesis/Project Student Handbook* each semester
- Taught two sections of *SCCC 499: Senior Thesis/Project* course
- Taught honors section of *University 101*
- Coordinated recruitment and retention of minority students for SCHC, greatly increasing the percentage of minority students in the Honors College
- Counseled honors students about career decision-making
- Recruited students for and increased public awareness of SCHC by visiting high schools, making presentations and participating in various activities, committees and organizations
- Developed & coordinated internships & tutoring positions for honors students
- Coordinated liaison activities with the USC Career Center to enhance career planning, cooperative education and internship experiences for SCHC students
- Mentored some female and African American honors students
- Served on SCHC Petitions and Standards Committee and SCHC Policy Committee
- Developed and wrote letters of recommendation for SCHC students
- Created questionnaires, flyers, signs, applications, contracts and other office forms
- Supervised a graduate assistant and the Odyssey of the Mind state competition hosted by USC and SCHC annually
- Publicized and coordinated application and nomination procedures for major academic scholarships for the University, including the Rhodes, Mellon, Javits, Marshall, Truman, Fulbright, Rotary and Goldwater securing 1 Mellon, 3 Javits, 3 Rotary and 4 Goldwater recipients
- Coordinated mock interviews for students applying for selective fellowships and scholarships and served on mock interview committee
- Coordinated staff retreats
- Served on various college and university committees

#### FORMAL EDUCATION. . .

**Doctor of Philosophy Degree** May 1999

**Master of Education Degree** May 1989

University of South Carolina, Columbia

Major: Higher Education Administration

Minor: Counseling (18 graduate credits)

Cognate: Religious Studies (12 graduate credits)

**Bachelor of Arts Degree - English** May 1980

Morris College

Sumter, South Carolina

#### ACTIVITIES & PRESENTATIONS. . .

Presenter – Center for Teaching Excellence, 2020 – Present; Graduate and Certificate – CTE New Faculty Academy, 2019; Diversity Committee Co-Chair - Provost's Advisory Committee on Women's Issues (PACWI), Aug 2012 – 2019; Judge/Moderator – Discovery Day, USC-Columbia, 2009 – 2019; Chair – HRSM Admission and Retention Committee, 2009 – 2011; Presenter – *Student Activism, Southern Style* National Conference, USC-Columbia, Mar 2010; **Chair - Youth Leadership Council Advisory Board (affiliated with the Greater Columbia Community Relations Council), Aug 2002 – Jun 2007; Member - Greater Columbia Community Relations Council Board of Directors, Oct 2001 – Jun 2007; Chair – Cardinal Newman Mock Interview Committee, 2002 – 2006; Cardinal Newman School Faculty of the Month Award, May 2002; Chair – Cardinal Newman 101 Task Force, 2001; Presenter - National Higher Education Conference on Students of Color, Minneapolis, Minnesota, Oct 1999; Presenter/Planning Committee Member - 1st Annual USC Black Student Orientation, Jul 1996; Member - USC May Session Task Force, 1995; Member - Carolina Scholars Selection Committee and Fellowships and Summer Programs Advisory Committee; Trainer/Core Member - Students Educating & Empowering for Diversity (SEED), 1990 - 1993; Member - SC Legislative Internship Selection Committee, 1990 - 1992; Committee Chair – Project Graduation, Sumter, 1986 - 1988; Participant – Leadership Sumter, 1986; Chair - Sumter YWCA Safe House Public Affairs Comm., 1982**



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

**Applicant MUST reside in Richland County.**

Name: Dr. Jeffrey Hunter  
Home Address: 118 Saskatoon Dr Hopkins, SC 29061  
Telephone: (home) 803-622-0570 (work) 803-622-0570  
Office Address: 118 Saskatoon Dr Hopkins, SC 29061  
Email Address: JLH192596@Yahoo.com  
Educational Background: Ph.D. Bethany Seminary Dothan, AL  
Professional Background: College Professor, Pastor, 5016B  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Community Relation Council  
Reason for interest: Social and economic growth.  
over 30 years in Counseling, Relation Community  
Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:  
Education: BA, MA, M.Div, Ph.D. over  
30 yrs in Planning  
Presently serve on any County Committee, Board or Commission? NO  
Any other information you wish to give? Military Vet, law enforcement  
Recommended by Council Member(s): Chakisse Newton  
Hours willing to commit each month: 60

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey Hunter  
Applicant's Signature

2-17-21  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>2/18/21</u>	Received by: <u>hmc</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**JEFFREY L. HUNTER**

**P.O. BOX 211051**

**COLUMBIA, S.C. 29221**

**(803) 622-0570**

**JLH192596@yahoo.com**

**EDUCATION:**

Benedict College, Columbia, SC – Bachelor of Arts, 1987

Lutheran Theological Seminary, Columbia, SC – Masters of Arts in Religion, 1991

Erskine Theological Seminary, Due West, SC – Masters of Divinity, 1994

Bethany Theological Seminary, Dothan, AL – Doctor of Philosophy in Religion, 1997

**PROFESSIONAL EXPERIENCE:**

African Methodist Episcopal Church: 110 Pisgah Church Rd Columbia, SC 29203

Ph: (803) 935-0500 – 1988 – Present

Pastor – Duties and Responsibilities:

- . Counseling members of the church
- . Supervising local church organization
- . Provide budget for the local church

Allen University: 1530 Harden Street Columbia, SC 29204

Ph: (803) 254-4165 – 1995 – Present

Professor:

Duties and Responsibilities:

- . Teach the following classes

.Old Testament

. New Testament

. The Writings of Paul

. Church Administration

Newberry College: 2100 College Street Newberry, SC 29108

Ph: 1-800-845-4955 – 2004-2008

Professor:

Duties and Responsibilities:

.Instructor for Religious Literature

. Counsel Students

Limestone College: 1115 College Drive, Gaffney, SC 29340

Ph: 1-800-795-7151 – 2006-2008

Professor:

Duties and Responsibilities:

. Instructor for religious Literature

. Counsel Students

South Carolina Department of Correction: 4444 Broad River Rd Columbia, SC 29210

Ph: (803) 896-2893 – 1994-1995

Chaplain:

Duties and Responsibilities:

. Provided Pastoral care

. Counsel the resident of that community



+

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

**Applicant MUST reside in Richland County.**

Name: **KIRA PERSON**

Home Address: **110 FALLEN LEAF DR COLUMBIA, SC 29229**

Telephone: (home) **803 607 2400** (work) **803 607 2400**

Office Address: **1030 WILDEWOOD CENTRE DR COLUMBIA, SC 29229**

Email Address: **KPSHOWINGS@GMAIL.COM**

Educational Background: **BA - BUSINESS ADMIN, BA - ENGLISH, AA - ACCOUNTING**

Professional Background: **REAL ESTATE, HEALTHCARE COMMUNITY DIRECTOR**

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

Name of Committee in which interested: **COMMUNITY RELATIONS COUNCIL**

Reason for interest: **ADVOCATE OF THE COORDINATION AND COOPERATION  
OF GOVERNMENT AGENCIES AND THE COMMUNITY AT LARGE**

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: **AVAILABLE TO MEET AT ANY TIME FOR EVENTS, MEETINGS, CURRENTLY ACTIVE IN  
THE COMMUNITY AND HAVE PARTNERSHIPS THAT CAN BE AN ASSET TO THE COMMITTEE**

Presently serve on any County Committee, Board or Commission? **NONE**

Any other information you wish to give? **NONE**

Recommended by Council Member(s): **DERRICK PUGH**

Hours willing to commit each month: **20**

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No KTP

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No KTP

If so, describe: \_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

2/26/2021  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/3/21</u>	Received by: <u>Juno</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

**Applicant MUST reside in Richland County.**

Name: Heather Singleton  
 Home Address: 1024 Coralbean Way Columbia SC 29229  
 Telephone: (home) 843-847-7460 (work) 803-814-6790  
 Office Address: 4011 Hardscrabble Rd Ste 109-183 Columbia SC 29229  
 Email Address: heather@strategicprconsulting.com  
 Educational Background: BA in Political Science, minor in Sociology  
 Professional Background: Public relations, fundraising, state government  
 Male  Female  Age: 18-25  26-50  Over 50   
 Name of Committee in which interested: Community Relations Council  
 Reason for interest: I am looking for opportunities to serve my County through my skillset.  
 Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Oral/Written communications skills, project management experience, outgoing personality, and willingness to serve  
 Presently serve on any County Committee, Board or Commission? NO  
 Any other information you wish to give? I am a local business owner in Richland County.  
 Recommended by Council Member(s): \_\_\_\_\_  
 Hours willing to commit each month: 5-10 hours

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No ✓

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Applicant's Signature

3/3/21  
Date

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

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

**Applications are current for one year.**

Staff Use Only	
Date Received: <u>3/3/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2



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

**Applicant MUST reside in Richland County.**

Name: Yvonne Murray Boyles  
Home Address: 2036 Hayward Brockington Road 29203  
Telephone: (home) 803 309 8730 (work) 803 764 7463  
Office Address: 1930 Henderson St. Columbia 29201  
Email Address: Yvonne@murrayboyleslaw.com  
Educational Background: Juris Doctor, MBA  
Professional Background: lawyer

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

Name of Committee in which interested: Community Relations Counsel  
Reason for interest: I am interested in building a stronger commitment from all residents in the Midland to improve Richland Co. for all residents.  
Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission: I am very passionate & driven to eradicate issues that may prevent unity within our community.  
Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? NO  
Recommended by Council Member(s): N/A  
Hours willing to commit each month: 20

**CONFLICT OF INTEREST POLICY**

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



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

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

3/4/2021  
Date

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

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

**Applications are current for one year.**

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved 331 of 421 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file



Law Office of Yvonne Murray-Boyles

March 4, 2021

Clerk of Counsel  
P.O. Box 192  
Columbia, SC 29202

RE: Application for Community Relations Council

Dear Sir/Madam:

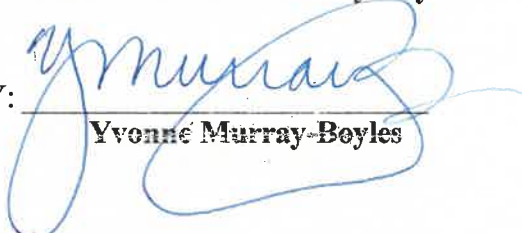
Please find enclosed my *Application for Service of Richland County Committee, Board or Commission*. If you have any questions or concerns, please feel free to contact the office.

With kindest regards, I am

Yours very truly,

**Law Office of Yvonne Murray-Boyles**

BY:

  
**Yvonne Murray-Boyles**

Enclosure



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Demestress Bell-Williams
Home Address: 199 Big Game Loop Coler, SC 29229
Telephone: (home) (803) 216-4061 (work)
Office Address: 199 Big Game Loop Coler, SC 29229
Email Address: drdeeunlimited@gmail.com
Educational Background: BA, M.Ed., Ed.S., Ed.D.
Professional Background: College Professor/Educator/Consultant
Male [ ] Female [x] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]
Name of Committee in which interested: Community Relations Council
Reason for interest: See attachment

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

Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give?
Recommended by Council Member(s): Gretchen Barron, District 7
Hours willing to commit each month: 30+ hours/mth.

CONFLICT OF INTEREST POLICY

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_

  
Applicant's Signature

March 1, 2021  
Date

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

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

**Applications are current for one year.**

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

### Statement of Intentionality.

This is my statement of intentionality regarding my desire to serve on a Richland County Committee, Board, or Commission.

My name is Dr. Demestress Bell-Williams, but I go by Dr. Dee. I am the owner and founder of Dr. Dee Unlimited Educational Consulting & Co, a global consulting company created to coach and cultivate transformational leaders in education, community organizations, and business.

As a 19-year career educator and community leader, I desire to bring my educational experience, research skills, business acumen, and global relationships to the table to serve my local community. I desire to share my experience and expertise in diversity, equity, and inclusion as well as skills in Leadership Development to ensure that Richland County remains a leading voice in community developments, projects, and programs that provide access and information for all of its citizens.

Some of the characteristics/qualifications that make me an asset to the committee, board, or commission are as follows:

- I am innovative: I seek ways to improve and or enhance what we offer our community to ensure that we are nationally and globally competitive.
- I am diligent: My persistent personality is beneficial for seeing projects through to completion.
- I am cooperative: Cooperation is one of my strongest skills. It is important to value all voices, ideas and input so that we have a comprehensive approach to making decisions on behalf of the county.
- I am a leader: Leadership skills for me are both natural and taught. I have a doctorate in leadership, but I have also led community programs and efforts from the time of my youth. These include:
  - Girls Scouts of America Troop 407
  - Teacher of the Year 2006 Barnwell School District 19
  - Philanthropy Chair for the Talented Tenth SC 2018-2020
  - Community Mini Grants Approval Committee for the Central Carolina Community Foundation 2018-Current
  - Emerge South Carolina (% 2020), Alumni Relations Committee
  - Richland School District Two School Board Candidate 2020
  - Junior League of Columbia % 2021
- I am committed to the Richland County community.

The above information is a brief description of my reason for interest in joining a Richland County Board, Committee, or Commission. For more information on my background and experience, feel free to review the attached resume. I invite you to also connect with me on social media at Facebook, Instagram, Twitter, LinkedIn and YouTube @drdeefulimited.

# DEE BELL-WILLIAMS, Ed.D.

199 Big Game Loop  
Columbia, South Carolina 29229  
Phone: (803) 216-4061  
[drdeeunlimited@gmail.com](mailto:drdeeunlimited@gmail.com)  
[www.drdeeunlimited.com](http://www.drdeeunlimited.com)  
[www.culturefocusedteaching.com](http://www.culturefocusedteaching.com)

## EDUCATION

- Ed.D. in *Educational Leadership and Administration*** 2016  
South Carolina State University, Orangeburg, SC  
**Dissertation: *A Comparison of Principals' Perceptions of Leadership Styles and Behaviors to the National Norm at Selected Rural Middle Schools in South Carolina***  
**Advisor: Dr. Michael Boatwright**
- Ed.S. in *Educational Leadership and Administration*** 2010  
South Carolina State University  
Orangeburg, South Carolina
- M.A. (18 Credit Hours) towards a degree in *English*** 2008  
South Carolina State University  
Orangeburg, South Carolina
- M.Ed. in *Curriculum and Instruction*** 2007  
Lesley University  
Cambridge, Massachusetts
- B.A. in *Professional English*** 2002  
South Carolina State University  
Orangeburg, South Carolina

## TEACHING EXPERIENCE

- English Professor AUG 2019-AUG 2020  
*Department of Communication & Arts*  
Benedict College, Columbia, SC
- Adjunct Professor AUG 2015-AUG 2019  
*Freshman Institute Faculty*  
*Department of Humanities and Social Sciences*  
Benedict College, Columbia, SC
- English Instructor AUG 2017-AUG 2018  
Richland One Middle College  
Midlands Tech Campus, Columbia, SC

English Teacher Olympia Learning Center, Columbia, SC	JANUARY 2013-AUGUST 2015
Teacher/Curriculum Coordinator (3 <sup>rd</sup> Grade-Part Time) Imagine Columbia Leadership Academy	JUNE 2012-JUNE 2013
Instructor (Part Time) W.R. Rogers Adult, Continuing and Technology Education Center, Columbia, SC	SEPTEMBER 2011-JUNE 2012
English Teacher/Senior Class Advisor <i>Calhoun County High School</i> , St. Matthews, South Carolina	AUGUST 2007-JUNE 2008
English Teacher/H.S. Lead Teacher & Journalism/Drama Advisor <i>Hunter-Kinard-Tyler High School</i> , Neeses, South Carolina	AUGUST 2006-JUNE 2007
English & Reading Teacher, Yearbook Advisor, English Department <i>Blackville Hilda High School</i> , Blackville, SC	JULY 2003-AUGUST 2006

**EDUCATIONAL CONSULTING EXPERIENCE**

CEO/Global Consultant Dr. Dee Unlimited Educational Consulting & Co. Educational Consulting Firm, Columbia, SC	May 2018-Current
Leadership Development Consultant The Purpose Positioning Institute, Columbia, SC	September-Current
National Educational Consultant Time to Teach Classroom Management Trainer Independent Consulting, Iowa	April 2016-Dec 2017

**PROGRAM EMPLOYMENT EXPERIENCE**

Sr. Program Manager/Assistant Director <i>SC State University GEAR-UP/TRIO Pre-College Access Programs</i> , Orangeburg, South Carolina	JULY 2008-JUNE 2011
<ul style="list-style-type: none"> <li>• Additional Project duties: <i>Instructional Coordinator/Assistant Director (SC State University—Student Support Services Program -SSSP)</i></li> </ul>	

**SUMMER EMPLOYMENT**

Adjunct Professor <i>Freshman Institute/Summer School Faculty</i> <i>Department of Humanities and Social Sciences</i> Benedict College, Columbia, SC	JULY 2016-Current
Upward Bound English Teacher (British Literature) Benedict College, Columbia, SC	SUM 2013-2016 SY 2015- 2016



TESL Summer Teaching Internship  
*Babel Foreign Language School, Zeijiang Province, China*

JULY 2010-AUGUST 2010

### **PUBLICATIONS (New Releases—February 2020)**

Bell-Williams, D. (2020). **Culture-Focused Teaching: A simple system to erase classroom management disaster and fall in love with teaching again.** Unlimited Publishing Co.

Bell-Williams, D. (2021). **The Classroom Management Mastery.** <https://www.culturefocusedteaching.com>

Bell-Williams, D. (2020). **The Creative Classroom Management Crash Course.**  
<https://www.culturefocusedteaching.com>

Bell-Williams, D. (2021). **At The Core: A reflective practitioner's guide to classroom management.** Unlimited Publishing Co. E-Book—Release Date: Summer 2021

Bell-Williams, D. (2021). **I'm Speaking: Rewritten rules of engagement & affirmations for women disruptors.** Sparkle Publishing. Contributing author. Release Date: Spring 2021

### **PRESENTATIONS/EVENTS (only recent events are listed; see website for all events)**

2021 Center for Education and Equity for African American Students (CEEAAAS) Annual Conference. Breakout Session Presenter: *Overcoming the Teacher Fear Factor: Effectively addressing racism and social injustices without losing control of your classroom.* – Columbia, SC

2021 Women in Publishing Summit Session presenter: *How to write for a change? Virtual global summit*

2020 The Total Teacher Summit

Session Presenter: *“Overcoming The Teacher Fear Factor—Effectively addressing racism and social injustices without losing control of your class.”* – Virtual Conference (based out of Pennsylvania)

2020 Center for Education and Equity for African American Students (CEEAAAS) Annual Conference. Breakout Session Presenter: *Who's at the center of your class?"* - Columbia, SC

2020 International Educational Conference Breakout Presenter: *“Who's at the center of your class?"* – London, UK

2020 Virtual Juneteenth Facebook Live Presentation: *Black to the Future: How Rethinking the Pre-K-12 curriculum is no longer an option for schools; especially those that serve predominantly black and brown students.*

Unlimited Edition Live Community Vlog (Video Blog)

*This is my updated Facebook Live platform where I share information and inspiration by hosting leaders in various fields of influence to discuss important topics that relate to the effectiveness of community engagement.*

## **SPECIALIZED TRAINING**

Managing Project Budgets for Federally Funded University TRIO Programs  
*Las Vegas, NV*

Student Financial Aid; and College and University Admissions Policies and Procedures  
*Washington, DC; Mobile, AL*

Banner Finance (SC State University Budget Managing System)  
*Orangeburg, SC*

\*Trio Training to Improve Recordkeeping; Reporting of Student and Project Performance; and the Rigorous Evaluation of Project Performance  
*San Juan, Puerto Rico*

Using Web-Technologies to Enhance Educational Opportunity Experiences  
*New Orleans*

\*Understanding Western Culture; Best Practices for teaching English to Speakers of Other Languages  
*Zhejiang Province, Jaixing, Hongzhou and Quzhou, China*

## **LICENSES AND CERTIFICATIONS**

- HQ Teacher Certificate- South Carolina State Department of Education
- Licensed Minister of the Gospel
- Ordained Pastoral Leader of Dr. Dee Unlimited Marketplace Ministries
- Emerge South Carolina Certification of Completion
- English as a Second Language Teacher (TESL) Certificate-Chinese Culture Center
- Delatorro Worldwide Empowerment Professional Speaking and Coaching Certificate
- Zocklein & Associates Grant Writing and Resource Development Training Certificate
- Nationally Certified Classroom Management Educational Consultant-
  - Time to Teach Certificate

## **PROFESSIONAL AFFILIATIONS**

- Junior League of Columbia 2021-Present
- SC Emerge Member 2020-Present
- Talented Tenth of Columbia 2017-Present
- Zeta Phi Beta Sorority, Inc. 2000-Present
- South Carolina Council of Educational Opportunity Programs and Personnel 2009-2010
- Southeastern Association of Educational Opportunity and Personnel 2008-2010
- South Carolina Education Association 2004-2006
- South Carolina Association of English Teachers 2004-2008
- School Improvement Council (SIC), Orangeburg Consolidated School District Four 2006-2007
- SCSU Phi Alpha Delta, Pre-Law Fraternity Charter Member, Spring 2002-2004

## **COMMUNITY SERVICE ACTIVITIES**

Richland School District Two School Board Candidate	2020
Central Carolina Community Foundation, "On The Table" Grant Committee	2019-Current
On-The-Table-Talks Community Forum Ambassador	2018-Current
Giving Black Day, Chair for Black-Led Non Profits	2018-2020
Paint The Town Red World HIV/AIDS Awareness Fundraiser	2017-2019
2018 Talented Tenth's Annual Turkey Give-A-Way	2018-2019
Department Head for Life Cathedral, Inc. Public Relations/Marketing	2011-2012
Volunteer for the Boys and Girls Club of Columbia	2011-2012
Volunteer for the Columbia Department of Juvenile Justice	2011-2012
Orangeburg Thanksgiving Feast and Praise:	
• Thanksgiving Feeding Committee (founding member)	2009-2011
South Carolina State University Graduate School Committee (Student Representative)	2008-2016
CCHS Discipline Committee	2007-2008

### **AWARDS AND ACCOMPLISHMENTS**

Amazon Best Selling Author	2020
Afro American History & Genealogy Society International Book Award Winner	2020
SC Black Pages Top 20 Under 40 Award Recipient	2020
Lesley University (summa cum laude) Graduate	2007
Nominee for High School English Department Chair	2006-2007
Blackville-Hilda High School, Teacher of the Year	2005-2006
SCSU Honor (cum laude) Graduate	2002

## REFERENCES

**Dr. Rosalyn Clark Artis**

President/CEO  
Benedict College  
1600 Harden Street  
Columbia, SC 29202  
(304) 673-4727

**Dr. Janeen P. Witty**

Assistant Vice President  
Department of Academic Affairs  
Benedict College  
1600 Harden Street  
Columbia, SC 29202  
(803) 705-4761

**Dr. Jennifer Clyburn Reed**

Center for the Education & Equity of African American Students  
University of South Carolina  
1530 Wheat Street  
Columbia, SC 29208  
(803) 261-5077

**Mrs. Angela Holloway**

Co-Pastor of Open Door Ministries  
Apostolic Overseer of Dr. Dee Unlimited Ministries  
Open Door Ministries  
15 Tigris Way  
Greenville, SC 29607  
(864) 720-9515

**Ms. Melissa Watson-Ward**

Executive Director of Emerge South Carolina  
PO Box 291628  
Columbia, SC 29229  
(803) 587-8898

**Ms. Kara Simmons**

The Talented Tenth Board Chairwoman  
Columbia College Adjunct Professor  
1601 Assembly Street  
Columbia, SC 29201  
(843) 532-5397



+

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

**Applicant must reside in Richland County.**

Name: Jonnieka Farr

Home Address: 308 Denby Circle Columbia, SC 29229

Telephone: (home) 803 699 0991 (work) 803 724 5949

Office Address: 1628 Browning Road Columbia, SC 29210

Email Address: jfarr77@gmail.com

Educational Background: Bachelor of Arts Sociology

Professional Background: 20 years of Human Services experience; 19 of which serving the citizens of South Carolina via the Department of Social Services.

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I have always had a passion for service to others within my community. I believe this Council's appointment would allow me to do this at a greater capacity.

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

In my field of Social Work, I have garnered a great deal of experience in working with families within our community at their most vulnerable moments. This places me in a position to view relations in our community from a more distinctive standpoint. My experience has afforded me opportunities to problem solve issues with "out of the box" solutions. Moreover, my experience places me in the position of being a Mediator to ensure positive outcomes for all parties involved. Lastly, I have a great deal of experience working with diverse populations. Considering that I am a former Military "Brat" and Spouse, I have lived and worked in several different states throughout our country as well as Europe. Our community is changing vastly with a great deal of the population coming from diverse areas of our nation as well as other countries. My understanding of different cultures and family dynamics would be an asset to a

Council such as this. Lastly, my current occupation as a business analyst would be an asset to the board. The ability to look at business processes and streamline them would assist the council in moving forward.

---

Presently serve on any County Committee, Board or Commission? Currently serving on Community Relations Council.

---

Any other information you wish to give? Integrity is very important to me. I believe this is integral in any form of public service.

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 4-6 hours/month.

### **CONFLICT OF INTEREST POLICY**

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

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

Yes \_\_\_\_\_ No x \_\_\_\_\_

### **STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No x \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jennieka Farr  
Applicant's Signature

07.21.20  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/5/21</u>	Received by: <u>Tamon Black</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



## Richland County Council Request for Action

**Subject:**

City of Columbia Bikeway IGA

**Notes:**

April 27, 2021 – The Transportation Ad Hoc Committee recommended Council approve staff's recommendation.

**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



**Agenda Briefing**

<b>Prepared by:</b>	Michael Niermeier	<b>Title:</b>	Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	April 13, 2021	<b>Meeting Date:</b>	April 27, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 14, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 22, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 14, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc Committee		
<b>Subject:</b>	Corrected : City of Columbia Bikeway Intergovernmental Agreement (IGA) ("CoC Bikeway IGA")		

**STAFF'S RECOMMENDED ACTION:**

Note: The BD contains the corrected version of the City of Columbia Bikeway IGA that was presented at the March 21 Transportation Ad Hoc Committee. Changes are highlight in Attachment 1.

Staff recommends approval of the City of Columbia Bikeway IGA. (Attachment 01).

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

All funding is available in the FY21 Budget in the amount of \$824,332.00 (Attachment 2 for JLS and referendum amounts).

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### STRATEGIC & GENERATIVE DISCUSSION:

This City of Columbia Bikeway Intergovernmental Agreement represents another partnership between Richland County and the City of Columbia for development of the Bikeway, Pedestrian and Greenways Program (Penny B/P/G Program). This IGA supports the City's Comprehensive Plan, Columbia Compass: Envision 2036, Appendix M: Walk Bike Columbia. The Walk Bike Columbia Pedestrian & Bicycle Master Plan, adopted in 2015, is the result of a comprehensive public planning effort, and was initially adopted as an addendum to the transportation section of The Columbia Plan: 2018. As the Walk Bike Columbia Plan envisions closer to a 20- to 30-year build-out of infrastructure, the entirety of the plan is carried forward as an appendix to Columbia Compass.

The County has entered into similar agreements with the South Carolina Department of Transportation for several projects (e.g. Hardscrabble Road Widening and Leesburg Road) and the City of Columbia for Innovista Greene Street Phase 2, North Main Street and with Greenway Service and Maintenance Agreements.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The City assumes all maintenance for the useful life of the project and will provide quarterly expenditure reports to the County for accountability of expended funds. This allows the County to ensure compliance with appropriate use of the Penny Funds.

#### ATTACHMENTS:

1. City of Columbia Bikeway Intergovernmental Agreement- Redlined
2. Referendum Project Breakdown

*Draft Project Exhibits available on request*

**INTERGOVERNMENTAL AGREEMENT RELATING TO BIKE INFRASTRUCTURE**

This INTERGOVERNMENTAL AGREEMENT RELATING TO BIKE INFRASTRUCTURE ("Agreement") is made and entered into, by and between Richland County, South Carolina, a body politic and corporate in the State of South Carolina ("County") and the City of Columbia, a perpetual body, politic and corporate, a municipal corporation in the State of South Carolina ("City").

RECITALS:

WHEREAS, County and City are authorized by the constitution and general law of the State of South Carolina ("State") to enter into agreements with other governmental bodies; and,

WHEREAS, the County, proposed and voters approved a referendum for the Transportation Penny Tax Program in 2012, which imposed a 1% sales tax; and,

WHEREAS, the County Transportation Penny Tax Program focused on three areas including Roadways, The Comet, and Bikeway, Pedestrian and Greenways; and,

WHEREAS, the Bikeway, Pedestrian, and Greenways program has a total budgeted amount of \$80,888,356 to be utilized to enhance the pedestrian and bicyclist experience through bike paths, sidewalks, and greenways; and

WHEREAS, the County intends to construct bikeways through out the community in the form of Bike Boulevards, Bike Lanes, Cycle Tracks, Multi Use Paths and similar (collectively "bike infrastructure"); and

WHEREAS, the parties desire to enter into this maintenance and installation agreement regarding bike infrastructure in order to allocate the installation responsibilities and the respective long-term maintenance for the designated items and areas between the County and the City in this agreement;

NOW, THEREFORE, in consideration of the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged.

**Section 1. Bike Infrastructure.**

The City shall design, or have designed, detailed plans for construction/installation of herein described bike infrastructure. These plans shall comply with the City's Engineering Regulations for bike infrastructure and with SCOOT standards. The City shall secure all approvals from SCDOT with regard to installation of bike infrastructure within SCDOT right-of-way. The project will comply with all applicable City codes and state and federal regulations.

The City shall construct/install the Project. During the construction/installation of the project, the City, in consultation with the County, may propose modifications to construction plans to address unique or unknown issues in the field. Such modifications will adhere to the within delineated budget. The County may, in its sole discretion, authorize change orders, modifications, or alterations to the Project Plans that it deems necessary to complete the Project so long as such change orders, modifications, or alterations are with the scope of the project. ~~The City may propose revisions or additions to the Project Plans that are outside of the scope of work for the Project, which the County may accept or reject in its sole discretion.~~ If the County

~~accepts a proposed revision or addition, the City shall be solely responsible for paying all additional costs incurred, as determined by the County, to construct and complete the Project as a result of the revision or addition.~~

## **Section 2. The City's Responsibilities.**

(a.) City agrees to design, construct/install, operate and maintain those portions of bike infrastructure which are located within the City municipal boundaries. Such design, construction/ installation, operation and maintenance shall be performed in a nondiscriminatory manner with regard to race, color, religion, ancestry or national origin, sex, age marital status, sexual orientation, gender identity, or on the basis of disability. The City further agrees to operate and maintain those portions of the bike infrastructure within the city limits in a safe and usable manner, and for their intended purpose, throughout the term of this agreement, or any extension thereof. The City further agrees to provide sufficient and appropriate police patrol of bike infrastructure as a part of its normal police functions on streets located within the City, so long as the bike infrastructure exist and are within the municipal limits of the City.

(b.) The City agrees to install/construct the following locations, which are within the City Limits, of bike infrastructure as described below, insofar as the funds provided by the County will cover the installation/construction, and in order of priority as to be determined by the City.

- i. Bike Boulevard: Richland County Transportation Penny Program Bike Projects NO. 224, 240, and 259 otherwise known as College, Laurens, Oak, Greene, and Saluda. A designated bike boulevard that begins at Oak and Elmwood to Oak and College, then to College and Lauren, then Laurens and Greene, then to Green and Pickens. In addition, from Greene and Laurens to Green and Saluda, then to Saluda and Wheat.
- ii. Bike Boulevard: Richland County Transportation Penny Program Bike Projects No. 216 otherwise known as Williams, Tryon, Heyward, Lincoln, and Catawba. A designated bike boulevard that begins at Blossom and Williams, then to Williams and Catawba, then to Catawba and Tyron, then to Tryon and Heyward, then to Heyward and Lincoln, then to Lincoln and Catawba, then ending at Catawba and Sumter.
- iii. Bike Boulevard: Richland County Transportation Penny Program Bike Projects No. 218, 230, 231 otherwise known as Chester, Elmwood, Wayne, Edgefield, and Park. A designated bike route that begins at Edgefield and River, then to Edgewood and Park, then to Park and Chester, then to Chester and Wayne, then to Wayne and Elmwood, then to Wayne and Hampton, in addition a connection from Wayne and Elmwood to the Vista Greenway and Elmwood, as well as a connection from Park and Chester to Park and Calhoun. The connection from Elmwood and the vista greenway to the dead end of Elmwood shall not be constructed as there is no connecting element at this time.
- iv. Bike Lane and Sharrow Markings- Calhoun Street: Richland County Transportation Penny Program project otherwise known as Calhoun Street Road Diet Project. A designated sharrow lane markings from Wayne to Park, bike lanes and road diet from Park to Pickens, and designated sharrow lane markings from Pickens to Harden.

- v. Bike Lane and Buffered Bike Lane -Washington Street: Richland County Transportation Penny Program project otherwise known as Pickens St/Washington St/Wayne St. Bikeways project. A designated bike lane from Lincoln Street to Park Street, buffered bike lanes from Park Street to Pickens Street.
- (c.) The City agrees to the following specific bike infrastructure maintenance responsibilities for the locations in Section 2(b.), which are within the City municipal boundaries, throughout the term of the agreement, or any extension thereof:
- i. Bike Boulevards: The City will maintain all sharrows, share the road signs, and bike boulevard directional signage that may be a part of the Bike Boulevard system. This responsibility includes maintaining the appearance and integrity of the bike boulevard infrastructure.
  - ii. Bike Lanes: The City will maintain all bike lanes striping, markings, share the road signs, bike lane begins/bike lane ends signs, and other associated elements of bike lanes. This responsibility includes maintaining the appearance and integrity of the bike lane infrastructure.
  - iii. Buffered Bike Lanes: The City will maintain all buffered bike lanes striping, markings, bike lane begins/bike lane ends, share the road signs, and other associated elements of buffered bike lanes. This responsibility includes maintaining the appearance and integrity of the buffered bike lane infrastructure.
  - iv. Cycle Tracks: The City will maintain all cycle track striping, markings, share the road signs, vertical separation devices, bike lane begins/bike lane ends, and other associated elements of bike lanes. This responsibility includes maintaining the appearance and integrity of the cycle track infrastructure.
  - v. Multi Use Paths: The City will maintain all Multi Use Path striping, markings, signs, and other associated elements of a multi-use path. This responsibility includes maintaining the appearance and integrity of the multi-use path infrastructure.
  - vi. Road Diet: The City will maintain a road diet which often includes the reduction of lanes or the changing of lane configuration while also possibly providing bike boulevard elements, Bike Lane elements, buffered bike lane elements, and cycle track elements and all associated components such as painted lines and symbols, signage, vertical separation elements, etc. This responsibility includes maintaining the appearance and integrity of the road diet infrastructure.

### Section 3. Miscellaneous Provisions

(a) The City's design and installation construction, operation and maintenance obligations shall commence upon receipt of funding and from the County. The City's maintenance obligations shall commence upon completion of the bike infrastructure. It is intended that the parties to his agreement recognize and acknowledge that as governmental entities, their authority, and capacity to perform the maintenance obligations identified herein is subject to each maintaining the respective legal authority to do so. In addition, the allocation of the maintenance obligations for the items identified will terminate with the end of the useful life of the project or the removal of a particular item being maintained by the City due to road reconstruction or other roadway modification; provided, however, that the operation and maintenance obligation shall in no event be less than ten (10) years from the date of Project completion, except upon removal of the particular portion of the Project.

- (b) The County's funding obligations shall commence upon execution of this agreement. These unding obligations shall be limited to and not exceed the amounts approved by County Council for the projects herein, or ~~any extension~~ ammdements thereof, as provided in Exhibit A. The County's funding obligations shall cease ~~at the time of project completion~~ upon payment, and the County shall have no obligation to operate or maintain the bike infrastructure once fully installed. The City shall provide quarterly detailed expenditure records for all monies spent on the Project during such period. A detailed final audit report shall be due at Project completion.
- (c) The spending of the funds will be pursuant to the SCDOR Guidelines, and any funds that are determined by an audit to have been spent outside of such guidelines ~~the City will be held liable for.~~ shall be immediatly refunded to the County by the City.
- (d) Subsequent to this agreement, the County and City shall develop and agree upon a timeline for the development and completion of each of the projects herein.
- ~~(e) FUTURE USE or Remove~~
- (e) This agreement will not create any duty or responsibility to anyone other than the Parties to the Agreement, nor does it create any rights enforceable by anyone other than a party (third party beneficiary) to the agreement.
- (f) This Agreement is to be governed, construed, and interpreted by the laws of the State of South Carolina. The parties do not waive sovereign immunity except to the extent that litigation may be commenced in the Circuit Court of Richland County, South Carolina as may be necessary. The Parties to the Agreement will agree that litigation will not be commenced until notice is given and the parties have attempted through discussion and mediation to resolve any disputes.
- (g) The official executing this Agreement on behalf of the City of Columbia will represent and assert actual authority to bind the City to the obligations and commitments made in this Agreement. Similarly, the official executing this Agreement on behalf of Richland County will represent and assert actual authority to bind Richland County to the obligations and commitments made in this Agreement.
- (h) Waiver: The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.
- (i) Notice: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and Addressed to: City of Columbia, P.O. Box 147, Columbia, SC 29217

**Section 4. Cooperation.** The County and the City recognize the need for cooperation among the parties for the continued development of Bike Infrastructure. The County and City agree to cooperate and take any additional actions or to execute additional documents necessary to cause this Agreement to be effectuated.

**Section 5. Default.** In the event of a breach of this Agreement or failure by the County or City to meet the commitments set forth herein, the County and City each have the right to pursue such remedies and damages as may be available at law or in equity.

**Section 6. Jurisdiction.** This Agreement is governed by and interpreted in accordance with laws of the State of South Carolina, exclusive of the conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction.



**Section 7. Severability.** In case any one or more of the provisions contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 8. Termination.** The allocation of the maintenance obligations for the items identified will terminate with the end of the useful life of the project or the removal of a particular item being maintained, whichever shall first occur.

**Section 9. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

**Section 10. Amendments to Agreement** The County and the City recognize the need for cooperation among the parties for the continued development of Bike Infrastructure. The County and City agree to cooperate and take any additional actions or to amend this agreement to allow for more intergovernmental infrastructure projects.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their authorized officials and is effective as of the date of the last signature hereinbelow.

**RICHLAND COUNTY, SOUTH CAROLINA**

**CITY OF COLUMBIA, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair, County Council

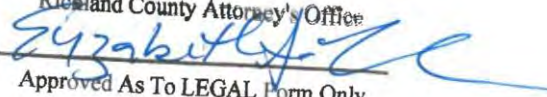
By: \_\_\_\_\_  
Teresa B. Wilson, City Manager

Attest \_\_\_\_\_  
Clerk, County Council

Attest \_\_\_\_\_  
Clerk, City Council

Date:

Date:

*Richland County Attorney's Office*  
  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

## EXHIBIT A

### Related Penny Projects per Richland County Ordinance 039-12HR:

A: College, Laurens, Oak, Greene, and Saluda Bike Boulevard: \$379,516 Bikeway

Project Name

1. College St/Laurens St/Oak St/Taylor St:
2. Saluda Ave
3. Greene St. (Bull St to Saluda Ave)

B: Williams, Tryon, Heyward, Lincoln, and Catawba Bike Boulevard: \$255,692 Bikeway

Project Name

1. Catawba St
2. Catawba St/Tryon St/Whaley St/Williams St

C: Chester, Elmwood, Wayne, Edgefield, and Park Bike Boulevard: \$32,441 Bikeway

Project Name

1. Chester St/Elmwood Ave/Wayne St
2. Elmwood Ave
3. Edgefield St/Park St

D: Calhoun Street Road Diet, Bike Lane and Sharrow Markings- Calhoun Street: \$88,292

Project Name

1. Calhoun Street (Wayne to Harden)

E: Washington Street Bike Lane and Buffered Bike Lane –Washington Street: \$68,391 Bikeway Name

Project Name

1. Pickens St/Washington St/Wayne St

Note: Bikeway Name is the corresponding project in Richland County Ordinance 039- 12HRAppendix A. The dollar figure is the Not to Exceed (NTE) amount allowed in 039-12HR Appendix A.

Project	CoC Project Name	JL	Object	Amount
A	College, Laurens, Oak, Greene, and Saluda Bike Boulevard			
1	College St/Laurens St/ Oak St/ Taylor St	13330317	532200	\$ 16,331.00
2	Saluda Ave	13330325	532200	\$ 3,934.00
3	Greene St. (Bull St to Saluda Ave)	13330369	532200	\$ 359,251.00
	Total			\$ 379,516.00

Project	CoC Project Name	JL	Object	Amount
B	Williams, Tryon, Heyward, Lincoln and Catawba Bike Blvd			
1	Catawba St	13330313	532200	\$ 5,547.00
2	Catawba St/Tryon St/ Whaley St/Williams St	13330370	532200	\$ 250,145.00
	Total			\$ 255,692.00

Project	CoC Project Name	JL	Object	Amount
C	Chester, Elmwood, Wayne, Edgefield and Part Bike Blvd			
1	Chester st/Elmwood Ave/Wayne St	13330315	532200	\$ 12,094.00
2	Elmwood Ave	13330352	532200	\$ 3,893.00
3	Edgefield St/Park St	13330318	532200	\$ 16,454.00
	Total			\$ 32,441.00

Project	CoC Project Name	JL	Object	Amount
D	Calhoun Street Road Diet, Bike Lane and Sharrow Markings- Calhoun St			
1	Calhoun Street (Wayne to Harden)	13330334	532200	\$ 88,292.00
	Total			\$ 88,292.00

Project	CoC Project Name	JL	Object	Amount
E	Washington St Bike Lane and Buffered Bike lane- Washington Street			
1	Pickens St/Washington St/Wayne St	13330308	532200	\$ 68,391.00
	Total			\$ 68,391.00

Grand Total				\$ 824,332.00
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## Richland County Council Request for Action

**Subject:**

Modification to Innovista Phase 3 De-scope and Funding Approval

**Notes:**

April 27, 2021 – The Transportation Ad Hoc Committee recommended Council:

1. Approve the City of Columbia's request of \$150,000 of Innovista Transportation Related Project funding (Phase 1, 2, 3) for the City's FY22 budget request; and
2. Approve a letter of commitment to the City of Columbia's request for up to \$4,088,663 of future Innovista Project funds to support efforts to secure outside Federal Funding (BUILD Grant or other) for the Innovista Phase 3 project (aka Williams Street Connector)



**Agenda Briefing**

<b>Prepared by:</b>	Michael A. Niermeier	<b>Title:</b>	Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	April 14, 2021	<b>Meeting Date:</b>	April 27, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 15, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 15, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 14, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Modification to Innovista Phase 3 De-scope and Funding Approval		

**STAFF’S RECOMMENDED ACTION:**

1. Staff recommends to approve a City of Columbia’s request of \$150,000 of Innovista Transportation Related Project funding (Phase 1, 2, 3) for the City’s FY22 budget request.
2. Staff recommends approving a letter of commitment to the City of Columbia’s request for up to \$4,088,663 of future Innovista Project funds to support efforts to secure outside Federal Funding (BUILD Grant or other) for the Innovista Phase 3 project (aka Williams Street Connector)

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Of the original \$50M of referendum funding (Attachment 1) allocated for the Innovista projects, \$17.9M was used for Phase 1 and an estimated \$23.2M for Phase 2 currently under construction. This leaves approximately \$8.9M for Phase 3 (JL 13320104)

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

None.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### STRATEGIC & GENERATIVE DISCUSSION:

The city is requesting \$150,000 for FY 22 to begin the National Environmental Policy Act (NEPA) Review Process for Phase 3 of the subject project. The conclusion of the NEPA Review Process will result in either a Categorical Exclusion, Environmental Assessment or Environmental Impact Statement that will allow the project to move forward or not. <https://www.epa.gov/nepa/national-environmental-policy-act-review-process>

Providing funding for the NEPA review will facilitate the initiation of the project and is necessary for seeking a Federal BUILD/RAISE Grant, which the City is applying for.

Additionally, the City is requesting a commitment from the County for \$ 4,088,633 of Innovista Project funding. This amount is contingent of funds available. The \$4,088,663 supports the city effort to secure outside funding for the Phase 3, Williams Street Connector project aka Columbia Riverfront Gateway Project. (Attachment 2). The current cost estimate from the City of Columbia is \$ \$19,987,478. A funds-available caveat would be included in the letter.

Council action on May 5, 2020 approved the “De-scope Plan” and removed Phase 3 (William Street Connector) of the Innovista Transportation Related projects for a savings of \$5.7M. Staff recommended this action since the cost estimate for Innovista Phase 3 (\$23,907,450) was approximately four times the amount estimated available at the conclusion of Phase 2. Current estimated construction costs for Phase 2 fell below the final Engineers Estimate of \$18.4M and may provide additional funding for the future project.

As a related matter, Council approved to “re-scope” the Garners Ferry/Harmon Intersection project at the March 2, 2021 Regular Session Meeting.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

#### ATTACHMENTS:

1. Ordinance 039-12HR (select pages)
2. Williams Street Project Narrative
3. Project Descope Document

I hereby certify that this is a true and correct copy of  
the original document.

Certified By: Michelle K. O'Neil  
Title: Int. Council of Council  
Date: 7/30/12

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 039-12HR

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT (1%) SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN RICHLAND COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE RICHLAND COUNTY ELECTION COMMISSION; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of acquiring, designing, constructing, equipping and operating highways, roads, streets, bridges, greenways, pedestrian sidewalks, bike paths and lanes, and other transportation-related projects either alone or in partnership with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4, Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, mass transit, greenways, pedestrian sidewalks, bike paths and lanes, *inter alia*, without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such



provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, mass transit, greenways, pedestrian sidewalks, and bike paths and lanes as provided in this Ordinance.

(c) The County Council finds that a one percent sales and use tax should be levied and imposed within Richland County, for the following projects and purposes: For financing the costs of highways, roads, streets, bridges, greenways, pedestrian sidewalks, and bike paths and lanes and other transportation-related projects facilities, and drainage facilities related thereto, and mass transit systems operated by Richland County or Qointly) operated by the County, other governmental entities and transportation authorities.

For a period not to exceed twenty-two (22) years from the date of imposition of such tax, to fund the projects at a maximum cost not to exceed \$1,037,900,000 to be funded from the net proceeds of a sales and use tax imposed in Richland County pursuant to provisions of the Act, subject to approval of the qualified electors of Richland County in referendum to be held on November 6, 2012. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public.

(d) County Council finds that the imposition of a sales and use tax in Richland County for the projects and purposes defined in this Ordinance for a limited time not to exceed twenty-two (22) years to collect a limited amount of money will serve a public purpose, provide funding for roads and transportation, mass transit, and greenbelts to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Richland County, and prepare Richland County to meet present and future needs of Richland County and its citizens.

## **Section 2. Approval of Sales and Use Tax Subject to Referendum.**

(a) A sales and use tax (the "Sales and Use Tax"), as authorized by the Act, is hereby imposed in Richland County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the Sales and Use Tax to be held in Richland County, South Carolina on November 6, 2012.

(b) The Sales and Use Tax shall be imposed for a period not to exceed twenty-two (22) years from the date of imposition.

(c) The maximum cost of the projects to be funded from the proceeds of the Sales and Use Tax shall not exceed, in the aggregate, the sum of \$1,037,900,000, and the maximum amount of net proceeds to be raised by the Sales and Use Tax shall not exceed \$1,070,000,000, which includes administrative costs and debt service on bonds issued to pay for the projects. The estimated principal amount of initial authorization of bonds to be issued to pay costs of the projects and to be paid by a

portion of the Sales and Use Tax is \$450,000,000. The proceeds of these bonds shall be used for a portion of the following projects:

- Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.  
Amount: \$656,020,644
- Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.  
Amount: \$300,991,000
- Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.  
Amount: \$80,888,356

A list of the 2012 Roadway Projects and the 2012 Pedestrian/Bike/Greenway Projects are attached hereto as Appendix A and incorporated herein by reference.

(d) The Sales and Use Tax shall be expended for the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects, for the following purposes:

(i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Amount: \$656,020,644;

(ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Amount: \$300,991,000; and

(iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Amount: \$80,888,356.

(e) The Sales and Use Tax, if approved in the referendum conducted on November 6, 2012, shall terminate on the earlier of:

(i) April 1, 2035; or

(ii) the end of the calendar month during which the Department of Revenue determines that the Sales and Use Tax has raised revenues sufficient to provide the greater of either the costs of the projects as approved in the referendum or the cost to amortize all debts related to the approved projects.

(f) The amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each project for which the Sales and Use Tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of Richland County on transportation infrastructure debts only.

(g) The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the Sales and Use Tax.

(h) The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the Sales and Use Tax imposed by this Ordinance. The Sales and Use Tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

(i) Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

U) Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

(k) A taxpayer subject to the tax imposed by Section 12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

(l) The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the Sales and Use Tax provided in this ordinance if a verified copy of the contract is filed with the Department of Revenue within six months after the imposition date of the Sales and Use Tax provided for in this Ordinance.

(m) Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the Sales and Use Tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

**Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.**

(a) The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the Sales and Use Tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the Richland County Treasurer and the revenues must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting

subsequent distributions, but these distributions must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

(b) Any outside agencies, political subdivisions or organizations designated to receive funding from the Sales and Use Tax must annually submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator shall prepare the proposed budget for the Sales and Use Tax and submit it to the County Council at such time as the County Council determines. At the time of submitting the proposed budget, the County Administrator shall submit to the County Council a statement describing the important features of the proposed budget.

County Council shall adopt annually prior to the beginning of each fiscal year a budget for expenditures of Sales and Use Tax revenues. County Council may make supplemental appropriations for the Sales and Use Tax following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the Sales and Use Tax for purposes other than as specified in the annual budget when such transfers are approved by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the Sales and Use Tax must provide to County Council an independent annual audit of such agency or organization financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

(c) The Department of Revenue shall furnish data to the State Treasurer and to the Richland County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of S.C. Code Ann. §12-54-240. Any person violating the provisions of this section shall be subject to the penalties provided in S.C. Code Ann. § 12-54-240.

#### **Section 4. Sales and Use Tax Referendum; Ballot Question.**

(a) The Commission shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Richland County on Tuesday, November 6, 2012, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Commission shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and purposes as set forth herein, and the cost of projects, and shall publish such election and other notices as are required by law.

(b) The referendum question to be on the ballot of the referendum to be held in Richland County on November 6, 2012, must read substantially as follows:

RICHLAND COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Richland County, South Carolina (the "County") for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will be used to pay the costs of administrative expenses and the following projects:

- Project 1:      Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.  
Amount: \$656,020,644
- Project 2:      Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.  
Amount: \$300,991,000
- Project 3:      Improvements to pedestrian sidewalks, bike paths, intersections and greenways.  
Amount: \$80,888,356

YES

NO

Instructions to Voters:      All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote YES and

All qualified electors opposed to levying the special sales and use tax shall vote NO

QUESTION 2

I approve the issuance of not exceeding \$450,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-two (22) years, to fund projects from among the categories described in Question 1 above.

YES

NO

Instructions to Voters:      All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote YES and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote NO

(c) In the referendum on the imposition of the Sales and Use Tax in Richland County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote "yes" and all qualified electors opposed to levying the tax shall vote "no." If a majority of the electors voting in the referendum shall vote in favor of imposing the Sales and Use Tax, then the Sales and Use Tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Richland County government.

(d) In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote "yes" and all qualified electors opposed to the issuance of bonds shall vote "no." If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Richland County government.

#### **Section 5. Imposition of Tax Subject to Referendum.**

The imposition of the Sales and Use Tax in Richland County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing the Sales and Use Tax in the area of Richland County in a referendum to be conducted by the Board of Elections and Voter Registration of Richland County on November 6, 2012, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

#### **Section 6. Miscellaneous.**

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 6, 2012.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

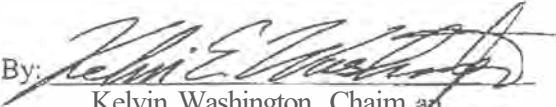
(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this ordinance.

(d) This Ordinance shall take effect immediately upon approval at third reading.

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

Enacted this 18<sup>th</sup> day of July, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By:   
Kelvin Washington, Chair, and  
Richland County Council

(SEAL)

ATTEST THIS 21<sup>st</sup> DAY OF

July, 2012:

  
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: June 5, 2012  
Date of Second Reading: June 19, 2012  
Date of Public Hearing: June 19, 2012  
Date of Third Reading: July 18, 2012



**APPENDIX A**

**2012 Roadway Projects**

Type	Project Name	Begin Location	End Location	Total
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd	\$18,200,000
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd	\$17,600,000
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd	\$23,400,000
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd	\$29,860,800
Widening	Blythewood Rd	Syrup Mill Rd	I-77	\$8,000,000
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	\$6,100,000
Widening	Broad River Rd	Royal Tower Rd	I-26 (Ext: 97)	\$29,000,000
Widening	Shop Rd	I-77	George Rogers Blvd	\$33,100,000
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd	\$12,800,000
Widening	Bluff Rd	I-77	Rosewood Dr	\$16,700,000
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd	\$21,000,000
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd	\$26,600,000
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue	\$30,000,000
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd	\$4,000,000
Special	Shop Road Extension*	na	na	\$71,800,000
Special	Kelly Mill Rd. **	na	na	\$4,500,000
Special	Innovista Transportation-Related Projects ***	na	na	\$50,000,000
Special	Riverbanks Zoo Transportation-Related Projects ****	na	na	\$4,000,000
Special	Neighborhood Improvement Transportation Projects	County wide	County wide	\$63,000,000
Special	Commerce Drive Improvements	Royster Street	Jim Hamilton Boulevard	\$5,000,000
Special	Assembly Street RR Grade Separation	na	na	\$0
Intersection	Summit Pkwy and Summit Ridge Rd.	Summit Pkwy	Summit Ridge Rd.	\$500,000
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.	\$3,500,000
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.	\$3,600,000
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.	\$3,600,000
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.	\$5,400,000
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.	\$3,700,000
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.	\$2,600,000
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.	\$2,600,000
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)	\$5,100,000
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way	\$1,800,000
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	\$3,000,000
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.	\$2,000,000
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.	\$1,000,000
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	\$1,900,000
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.	\$2,000,000
Interchange	I-20 / Broad River Rd.*****	I-20 / Broad River	I-20 / Broad River	\$52,500,000
Program	Local Road Resurfacing Program	County wide	County wide	\$40,000,000
Program	Dirt Road Paving Program	County wide	County wide	\$45,000,000
Program	Access Management & Complete Streets Initiatives	County wide	County wide	\$94,536
Program	County-Wide Corridor Improvement Plan	County wide	County wide	\$189,072
Program	County-Wide Thoroughfare Plan	County wide	County wide	\$189,072
Program	County-Wide HOV Lane Study	County wide	County wide	\$141,804
Program	Intelligent Transportation System	County wide	County wide	\$945,360
Included In Projects List: No Costs Associated (Some may not involve costs, while others may be included in Admin Costs)				
Special	Study of Outer Beltway	na	na	
Program	Preservation of Existing Right-of-Way	na	na	
Program	Extension of Existing Roads	na	na	
Program	Reservation of Road Connections	na	na	
Program	Transfer of Development Rights	na	na	
Program	Capital Improvements Plan	na	na	
Program	Traffic Mitigation Plans	na	na	

Program	Demand Management	na	na
Program	Establish the Position of Director of Transportation	na	na
Program	Update the County Zoning Ordinance	na	na
Program	Encourage Transit Oriented Development	na	na
Program	Encourage Traditional Neighborhood Development	na	na

**Total Roadway Projects**

**\$656,020,644**

**Notes:**

\*Shop Road Extension: Any funds budgeted but not expended for the Shop Road Extension project shall be used for local road resurfacing projects and / or local dirt road paving projects.

\*\*This special project is from the intersection of Hardscrabble Road and Kelly Mill Road to the Lake Carolina Elementary School along Kelly Mill Road. The beginning would be near Hardscrabble Road and Kelly Mill intersection and end past the entrance to the Lake Carolina Elementary School.

\*\*\*Innovista Transportation-Related Projects: The top two transportation-related priorities associated with Innovista are Greene Street from Assembly west to the to-be-constructed Williams Street Extension (aka Congaree River Parkway). [Further description of projects below.]

(1) Greene Street will consist of road improvements running west from Assembly to the railroad cut (1,600 linear feet); then the to-be-constructed Greene Street Bridge over the railroad cut; then from the Greene Street Bridge to Huger Street (900 linear feet); and then Greene Street from Huger Street to the to-be-constructed Williams Street Extension (300 linear feet). Also included in this project will be pedestrian sidewalks and bike lanes the length of Greene Street, significant improvements to the intersection of Greene Street and Lincoln Street which, among other matters, will improve the traffic flows in and around the Colonial Center; and a pedestrian promenade to be located to the west of the Greene Street Bridge to Huger Street and from Huger Street to the to-be-constructed Williams Street Extension.

(2) Williams Street Extension / Congaree River Parkway will consist of a new roadway from Blossom Street north to Gervais Street consisting of 2,650 linear feet as well as completing a section of Senate Street from the new roadway to the west. This project will also entail the relocation of power lines and gas lines.

\*\*\*\*Riverbanks Zoo Transportation-Related Projects: Improvements would address Interstate 126 at Greystone Boulevard.

\*\*\*\*\*Any savings from Broad River Road / I-20 Interchange project will be applied to the Broad River Road Corridor Improvements.

Other: Widening of Ridgewood / North Main Extension (Columbia portion) from Dixie Avenue to North Main Street was removed from the projects list, as no funding is required since this project will be funded by the City. Intersection of Lake Murray Boulevard and Kinley Road was removed, as improvements have been completed. Town of Blythewood to provide input on its projects. Emphasis to be placed on local / small / minority firms. A process is to be developed to ensure participation by these firms. A partnership with DOT is recommended. The type and level of partnership is TBD. An in-house Transportation Director was approved. The recommendation to procure an outside Program / Project Management firm was approved. An oversight / accountability / "watchdog" committee was approved. Membership / duties of this Committee TBD.

# Columbia Riverfront Gateway Project



**Project Location:**  
**Application Type:**  
**Applicant Name:**  
**Eligible Applicant Type:**  
**BUILD Funds Requested:**

**Columbia, SC (6<sup>th</sup> Congressional District)**  
**Capitol**  
**City of Columbia, SC**  
**Local Government**  
**\$15,898,815**



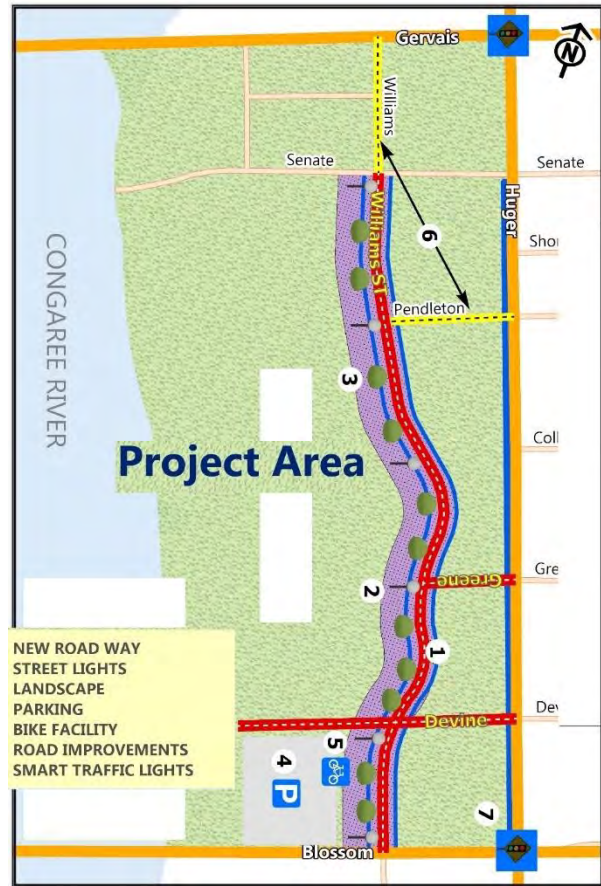
# Executive Summary

## Proposed Project

The *Columbia Riverfront Gateway Project* will construct approx. 4,000 ft. of new roads, improve 1,000 ft. of existing roads, create 3,000 ft. of new sidewalks, and install “smart signals” along 5,750 ft. of roadway. The completed project will alleviate traffic congestion and reduce travel times, increase land productivity and development opportunities, and improve connectivity and accessibility.

## Current Condition

In its current state, the project area is a relatively untouched 60-acre expanse of land on the western edge of Columbia, SC, along the Congaree River. There are no streets within the interior, and only a few exist along the periphery, which are in poor condition. The road that borders the project area to the east serves as a primary artery for Columbia and is heavily congested with an average daily traffic count of 26,700. It has no sidewalks but is situated among and connects six large, high-occupancy sporting, arts, and tourism venues. Over the past two decades, the vehicle miles traveled in Columbia have increased about 20% while the population of the Census Tract that includes the project has increased 50%. No river access exists in the project area; more than two thirds of its total land mass has no structures present; and the buildings that do exist are old and under-utilized. No water or sewer services and no utilities are within the interior. All sections of the City Central have experienced significant growth *except* the project area; development stops where the infrastructure ends.



## Anticipated Changes

Once completed, the project will provide local and regional benefits by:

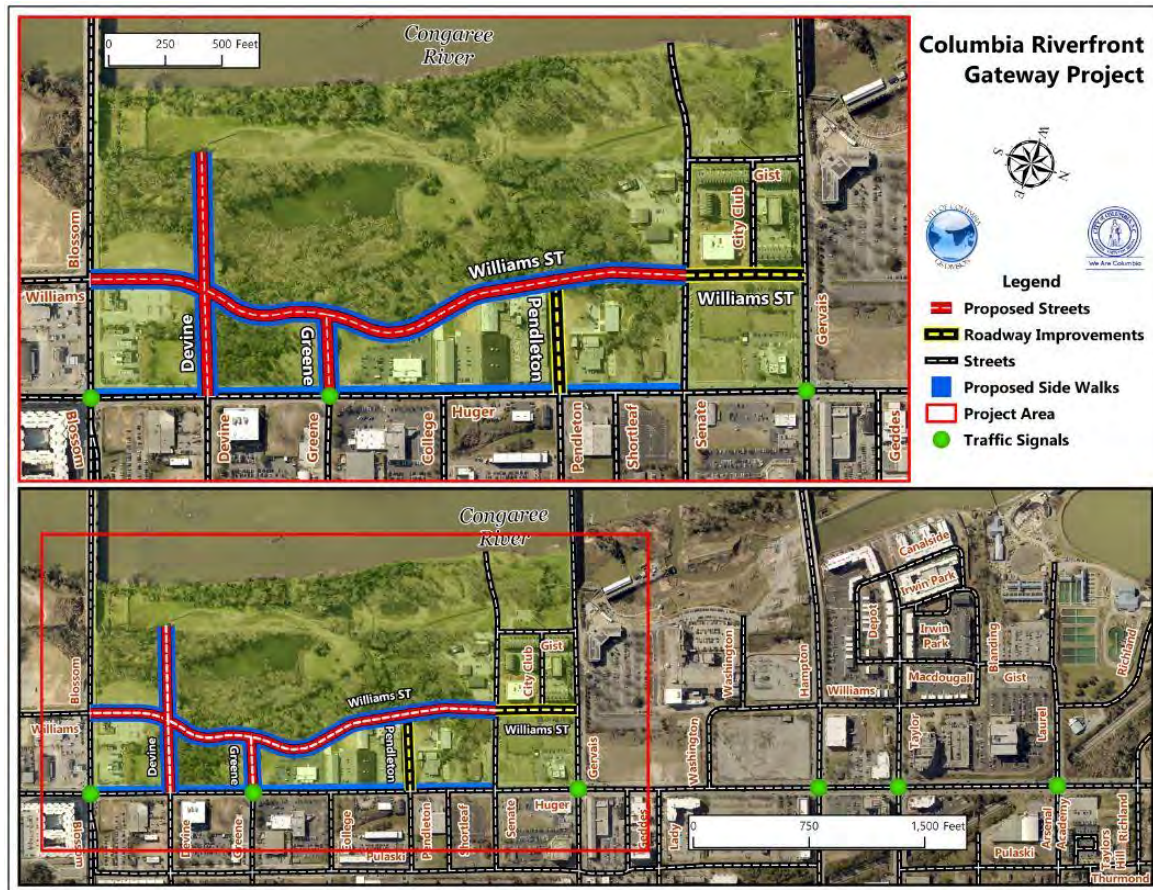
- Alleviating travel bottlenecks, offering transportation alternatives, and moving people, goods, and services safer, quicker, and more efficiently.
- Creating the potential for approx. 1.5 million sq. ft. of development, \$2.2 million in new property taxes, and 260 immediate and 1,400 future jobs.
- Providing river access to residents and tourists, and supplying a critical missing link to a larger, regional bicycle-pedestrian greenway.

# I. Project Description

## Overview

The *Columbia Riverfront Gateway Project* will provide infrastructure needed to positively impact the quality of life and economic competitiveness of Columbia, South Carolina. The project will develop new roadways, enhance existing roadways, and offer an alternative for motorists, pedestrians, and cyclists along a major corridor of Columbia. These improvements will be the catalyst for growth within an otherwise undeveloped span of waterfront property and a major step toward access of Columbia's untapped shoreline. This project will mitigate traffic flow problems, reduce accidents, and result in substantial public riverfront and private development opportunities, both of which currently do not exist.

Specifically, the *Columbia Riverfront Gateway Project* will lengthen Williams Street from Gervais Street to Blossom Street. It will extend Greene Street so it intersects with the newly created Williams Street. Devine Street will be lengthened to intersect Williams Street and then extend another 1.5 blocks toward the river. Moderate improvements will also be made to a one-block sections of existing streets that intersect with the proposed new roadway. Sidewalks will be added along the eastern edge of the project area on Huger Street, and "smart signal" technology will be installed along this entire corridor.



## Detailed Statement of Work

- Construct a new roadway (i.e., Williams Street) that connects Gervais Street (US Routes 1 and 378) to Blossom Street (US Routes 21 and 76), and extend existing roadways (i.e., Devine Street and Greene Street) from Huger Street (US Route 321) to the newly created roadway (i.e., Williams Street). Devine Street will traverse Williams Street and extend an additional 610 feet westward toward the Congaree River
  - Add significant sections of fill to overcome topographic challenges on-site due to existing storm water channels and an old abandoned railroad corridor.
  - Install curbs and gutters.
  - Install utilities to include storm drainage, water, sanitary sewer, and underground power to meet the needs of the corridor.
  - Enhance existing sidewalk connectivity and construct new sidewalks in conjunction with the proposed roadways.
  - Add ADA-compliant intersection ramps in areas where existing roadways connect to the proposed roadways.
- Install pedestrian-level lighting along the proposed roadways and sidewalks to encourage safe pedestrian access along the roadways.
- Install landscape along the roadway/sidewalk areas (e.g., trees along the street, landscaped medians in strategic areas, etc.).
- Incorporate parking along portions of the project, if and as feasible to support the parking demands in the area.
- Provide bike-friendly facilities to include bike lanes and bike racks and identify a location for a bike kiosk station.
- Add ADA-compliant sidewalks along Huger Street from Blossom Street to Gervais Street.
- Upgrade existing signalized intersections along Huger Street from Blossom Street to Laurel Street with smart signal technology, which adjusts signal timing to real-time traffic conditions.

Project Element	Estimated Cost	Non-Federal	BUILD Grant	Other Federal
Mobilization/Traffic Control/Quality Control	\$1,157,072	\$236,692	\$920,380	\$0
Grading	\$867,804	\$177,519	\$690,285	\$0
Roadway	\$1,446,339	\$295,865	\$1,150,474	\$0
Drainage/Erosion Control	\$1,349,917	\$276,141	\$1,073,776	\$0
Landscape	\$2,314,143	\$473,384	\$1,840,759	\$0
Traffic Signalization (6 intersections)	\$192,845	\$39,449	\$153,396	\$0
Water & Sewer Improvements	\$771,381	\$157,795	\$613,586	\$0
Street Lighting	\$289,268	\$59,173	\$230,095	\$0
Electrical	\$1,253,494	\$256,416	\$997,078	\$0

Construction Subtotal	\$9,642,263	\$1,972,433	\$7,669,830	\$0
20% Contingency	\$1,928,453	\$394,487	\$1,533,966	\$0
				\$0
Construction Costs	\$11,570,715	\$2,366,920	\$9,203,795	\$0
				\$0
Design Services (%4 of Construction Costs)	\$496,229	\$101,509	\$394,720	\$0
CM/CEI Services (7% of Construction Costs)	\$868,400	\$177,641	\$690,759	\$0
Right of Way Acquisition	\$6,799,000	\$1,390,812	\$5,408,188	\$0
Temporary Right of Way Acquisition	\$253,134	\$51,781	\$201,353	\$0
TOTALS	\$19,987,478	\$4,088,663	\$15,898,815	\$0



**De-scope Plan as Approved by County Council on May 5,  
2020  
Transportation Project Summary**

**General**

Since the implementation of the Penny Tax, the program has experienced a significant amount of cost increases. These increases throughout the last several years are primarily due to the increase in the cost of construction and materials, project overdesigns and also the cost of utility relocations that were not originally included in the Parsons Brinckerhoff study (the study that was the basis for the project list and project costs included in the referendum).

To date, some of the projects whose construction is already complete had costs that were less than their referendum amounts. These remaining funds can be applied to other projects.

In order to bring the program back into the total program budget, all projects that are not currently under construction were re-evaluated to determine a path forward. The two options available to best achieve this goal are:

Option 1: Evaluate the remaining projects in order to de-scope them based on the following criteria:

1. Addressing and improving safety issues (based on crash data analysis)
2. Addressing and improving traffic capacity\flow issues (traffic study data)
3. Economic development

Option 2: Complete projects in each category based on their rank. This will require that some projects not be completed.

**Safety**

Currently safety on their roadway system is one of the top goals for the South Carolina Department of Transportation (SCDOT). This is due to South Carolina roadways having such a high fatality rate, including drivers, motorcyclists, and pedestrians. See **Table 1** below for Richland County fatalities from January 1 through December 8 over the last several years. Addressing safety issues should be a top priority for Richland County as well.

**Table 1 – Richland County Fatality Data (SC Dept. of Public Safety)**

2019	2018	2017	2016
46	48	48	62

The following roadways near the proposed project locations had fatalities occurring during their crash data analysis timeframes: Atlas Rd. between Shop Rd and Garners Ferry (1), Broad River Rd. (1), Shop Rd. (2), and Decker Blvd. (1).

Also for the projects where crash data was provided, all had crashes during the analysis timeframe that had injuries as the result of the crashes.

## **Recommendation**

The Transportation Department recommends proceeding with option 1. This will allow at least some portion of every project voted in by Richland County citizens to be completed. It is recommended to evaluate and address any safety issues with each project first. If a project does not have a specific safety issue, it is then recommended to apply the second criteria and address traffic capacity\flow issues. Finally, if a project does not specifically address safety or capacity\flow issues, it will be evaluated to determine any economic development benefits which only applies to three projects.

The remaining projects not under construction have been broken up into two groups: Under Referendum Amount and Over Referendum amount. The above mentioned process has been applied to each group, with the following exceptions:

1. Sidewalks – Council has already approved completing the first 50 out of 56 projects
2. Dirt Road Paving Program – The number of roads completed will automatically be capped at the referendum amount
3. Resurfacing Program - The number of roads completed will automatically be capped at the referendum amount
4. Greenways – Council has already approved changes to the Greenway to stay within the referendum amount
5. Bikeways - The number of bikeways completed will automatically be capped at the referendum amount

See **Table 2** for a list of completed construction projects, their referendum amounts, their original cost estimates, and their final costs.

See **Tables 3.A and 3.B** for a list of remaining projects not under construction, their referendum amounts, their revised cost estimates based on descopes, and their projected cost savings.

**Tables 4.A-D** show how many projects can be completed if no projects are descoped. The projects in each category are listed in ranked order.

**Table 2 – Completed Projects**

<b>Project</b>	<b>District</b>	<b>Referendum</b>	<b>Original Estimate</b>	<b>Final Cost</b>
Bluff Widening Ph. 1	10	\$11,400,000 *	\$9,598,720	\$9,724,498
Clemson\Rhame Int.	8, 9	\$3,500,000	\$4,096,203	\$3,852,225
Broad River\Rushmore	2	\$3,700,000	\$1,213,739	\$1,196,893
Farrow\Pisgah Church	7	\$3,600,000	\$2,243,860	\$2,068,722
N. Springs\Risdon	8, 9	\$1,800,000	1,936,802	\$1,883,943
Summit\Summit Ridge	8, 9	\$500,000	\$1,425,120	\$1,407,819
Kennerly\Coogler	1	\$1,900,000	\$2,736,144	\$2,598,629
Wilson\Pisgah Church **	7	\$3,600,000	\$0	\$405
Wilson\Killian ***	7	\$2,600,000	\$0	\$405
Zoo Ped. Bridge	5	\$4,000,000	\$3,345,525	\$3,345,525
Innovista Ph. 1	5	\$17,897,970	\$18,119,764	\$17,897,970
Shop Ext. Ph. 1	10	\$35,163,888	\$35,163,888	\$32,446,866
Lincoln Tunnel	4, 5	\$892,739	\$1,496,947	\$1,512,061
Ped. Improvements	3-10	\$2,836,080	\$1,136,080	\$802,664
<b>TOTAL</b>		<b>\$93,390,677</b>	<b>\$82,512,792</b>	<b>\$78,738,625</b>

\* Amount from original referendum amount plus \$1.8M from outside funding

\*\*Wilson\Pisgah Church Rd. Intersection was completed by SCDOT.

\*\*\* Wilson\Killian Intersection was completed by SCDOT.

There is approximately \$14,652,052 remaining from these completed projects.

**Table 3.A – Remaining Projects Over Referendum And Not Under Construction**

<b>Project</b>	<b>District</b>	<b>Referendum</b>	<b>Original Estimate</b>	<b>Descope Estimate</b>
Atlas Widening	10,11	\$17,600,000	\$45,308,464	\$36,300,000
Bluff Ph. 2	10	\$8,800,000 *	\$40,341,854	\$3,500,000
Blythewood Widening	2	\$8,000,000	\$13,208,127	\$13,208,127
Broad River Widening	1	\$29,000,000	\$39,663,756	\$30,000,000
Lower Richland Widen.	11	\$6,100,000	\$6,708,092	\$5,000,000
Polo Widening\Bike	8-10	\$13,875,853	\$15,865,241	\$10,600,000
Shop Widening	10	\$33,100,000	\$46,461,612	\$32,000,000
Spears Creek Church	9,10	\$26,600,000	\$49,492,027	\$20,000,000
Pineview Rd.	10,11	\$18,200,000	\$39,927,057	\$8,000,000
Bull\Elmwood Inter.	4	\$2,000,000	\$3,798,911	\$3,798,911
Clemson\Sparkleberry	9,10	\$5,100,000	\$12,780,946	\$12,500,000
Screaming Eagle\Perc.	9,10	\$1,000,000	\$3,105,147	\$1,600,000
<b>TOTAL</b>		<b>\$169,375,853</b>	<b>\$316,661,234</b>	<b>\$176,507,038</b>

\* Amount leftover from combined phases 1 and 2 referendum amount

**Table 3.B – Remaining Projects Under Referendum And Not Under Construction**

<u>Project</u>	<u>District</u>	<u>Referendum</u>	<u>Original Estimate</u>	<u>Descope Estimate</u>
Blythwood Area Impr.	2	\$21,000,000	\$13,000,000	\$13,000,000
Leesburg Widening	10,11	\$4,000,000	\$4,000,000	\$4,000,000
I-20 Interchange	2,4,5	\$52,500,000	\$52,500,000	\$52,500,000
Garners Ferry\Harmon	11	\$2,600,000	\$1,583,878	\$50,000
Shop Ext. Ph. 2	10,11	\$42,300,000 *	\$40,112,788	\$27,000,000
Innovista Ph. 3	5	\$5,700,000 *	\$23,907,450	\$0
Kelly Mill Rd.	2,9	\$4,500,000	\$4,500,000	\$4,500,000
Commerce Dr.	5,10	\$5,000,000	\$5,000,000	\$5,000,000
Broad River Corridor	2,4,5	\$20,435,500	\$21,818,057	\$14,200,000
Crane Creek NIP	4,7	\$14,385,000	\$14,385,000	\$8,000,000
Decker\Woodfield NIP	3,8,10	\$12,343,000	\$13,156,741	\$8,000,000
Trenholm NIP	3	\$5,390,658	\$5,390,658	\$4,900,000
Bikeways	2-11	\$22,008,773	\$22,008,773	\$22,008,773
<b>TOTAL</b>		<b>\$212,162,931</b>	<b>\$221,363,345</b>	<b>\$163,158,773</b>

\* Amounts left over from original referendum amounts after earlier phases were completed.

<b>Total Referendum Amounts</b>	-	<b>\$381,538,784 (Excludes projects under construction)</b>
<b>Total Original Estimates</b>	-	<b>\$538,024,579</b>
<b>Total Descope Estimates</b>	-	<b>\$339,665,811</b>

If descope recommendations are approved, the new estimates will be \$41,872,973 under the referendum amount. Adding this to the approximately \$14,652,052 leftover from completed projects, there is estimated to be roughly \$56,525,025 remaining. Options to use this funding are 1) as a reserve for any needed contingencies if the descope estimates need to be adjusted, 2) put towards completing more Dirt Road Paving or Resurfacing projects, or 3) put towards completing additional sidewalk projects.

However, as shown in the projects highlighted in red in **Tables 4.A-B**, to proceed down the ranked list and complete the projects with their original scopes, four widening projects and one intersection project will not be constructed.

**Table 4.A – Remaining Widening Projects Without Descopes**

Category	Project	Referendum	Original Estimate
Widening	Leesburg Rd.	\$4,000,000	\$4,000,000
Widening	Lower Richland Blvd.	\$6,100,000	\$8,738,400
Widening	Bluff Area Impr.	\$16,700,000	\$40,341,854
Widening	Polo Rd.	\$12,800,000	\$15,865,241
Widening	Pineview Rd.	\$18,200,000	\$39,927,056
Widening	Shop Rd.	\$33,100,000	\$44,011,687
Widening	Atlas Rd.	\$17,600,000	\$44,797,948
Widening	Blythewood Rd.	\$8,000,000	\$14,713,963
Widening	Broad River Rd.	\$29,000,000	\$39,663,756
Widening	Spears Creek Church	\$26,600,000	\$49,492,027
<b>TOTAL</b>		<b>\$172,100,000</b>	<b>\$301,551,932</b>

**Table 4.B – Remaining Intersection Projects Without Descopes**

Category	Project	Referendum	Original Estimate
Intersection	Garners Ferry\Harmon	\$2,600,000	\$1,583,878
Intersection	Clemson\Sparkleberry	\$5,100,000	\$12,780,946
Intersection	Bull\Elmwood	\$2,000,000	\$3,798,811
Intersection	Screaming Eagle\Perc.	\$1,000,000	\$3,107,149
<b>TOTAL</b>		<b>\$10,700,000</b>	<b>\$21,270,784</b>

**Table 4.C – Remaining Special\NIP Projects Without Descopes**

Category	Project	Referendum	Original Estimate
Special	Shop Ext. Ph. 2	\$42,300,000	\$40,112,788
Special	Kelly Mill Rd.	\$4,500,000	\$4,500,000
Special	Innovista Ph. 3	\$5,700,000	\$23,907,450
Special\NIP	Broad River Corridor	\$20,435,500	\$14,200,000 *
Special\NIP	Crane Creek	\$14,385,000	\$8,000,000 *
Special\NIP	Decker\Woodfield	\$12,343,000	\$8,000,000 *
Special\NIP	Trenholm	\$5,390,658	\$4,900,000 *
Special	Commerce Dr.	\$5,000,000	\$5,000,000
<b>TOTAL</b>		<b>\$110,054,158</b>	<b>\$108,620,238</b>

\* NIP project estimates are listed as the revised estimates after the removal of landscaped medians, lighting, mast arms, and undergrounding of utilities.

**Table 4.D – Remaining Other Projects Without Descopes**

Category	Project	Referendum	Original Estimate
Interchange	I-20\Broad River	\$52,500,000	\$52,500,000
Bikeways	Bikeways	\$22,008,773	\$22,008,773

## **INNOVISTA PH. 3 PROJECT**

### **Original Project Scope**

This project, also known as the Williams Street Extension, consists of constructing a new roadway from Blossom Street to Gervais Street, approximately (2,650') and also completing a section of Senate Street from the new roadway to the west.

**Referendum Funding** - \$50,000,000 for 3 phases **Current Cost Estimate** – \$23,907,450

This cost estimate was provided by the City of Columbia in 2014. There is no record of an estimate from the former PDT. Greene St. phases 1 and 2 accounts for approximately \$17.9M and \$26.4M leaving only \$5.7M to complete phase 3.

**Traffic Analysis and Results** – None performed

**Public Input Results** - No public meetings held to date for this project

**Right-Of-Way** - No ROW has been obtained at this time.

### **Possible Design Modifications to Lower Cost**

1. Because the cost estimate is approximately four times the amount remaining for this phase, and because this project does not address safety or capacity issues, it is recommended to not proceed with phase 3. **Savings \$5.7M**

## Richland County Council Request for Action

**Subject:**

Transportation Improvement Contract 2 - Old Garners Ferry Rd

**Notes:**

April 27, 2021 – The Transportation Ad Hoc Committee recommended Council approve the award of the Transportation Improvement Contract 2 (TIP 2) – Old Garners Ferry Rd. contract to Palmetto Corp. of Conway in the amount of \$471,916.45 with a 15% contingency in the amount of \$70,787.46 for a total amount of \$542,703.91.



**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



**Agenda Briefing**

<b>Prepared by:</b>	Michael Niermeier		<b>Title:</b>	Director
<b>Department:</b>	Transportation	<b>Division:</b>		
<b>Date Prepared:</b>	April 12, 2021	<b>Meeting Date:</b>	April 27, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	April 13, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	April 22, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	April 13, 2021
<b>Office of Small Business Opportunity Review</b>	Erica Wade via email		<b>Date:</b>	April 22, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
<b>Committee</b>	Transportation Ad Hoc			
<b>Subject:</b>	TIP 2 – Old Garners Ferry Rd.			

**STAFF’S RECOMMENDED ACTION:**

Staff requests Council to approve the award of the Transportation Improvement Contract 2 (TIP 2) – Old Garners Ferry Rd. contract to Palmetto Corp. of Conway in the amount of \$471,916.45 with a 15% contingency in the amount of \$70,787.46 for a total amount of \$542,703.91

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This funding will come from the \$664,160.39 currently available in the FY21 Budget for this project.

For Budget Use: JL 13320301

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### STRATEGIC & GENERATIVE DISCUSSION:

The TIP 2 – Old Garners Ferry Rd. project consists of repairing and resurfacing approximately 1.1 miles of roadway and addressing flooding in the roadway at several locations. This project was submitted to the Office of Small Business Opportunities (OSBO) who determined that the SLBE goal for this project would be 0% due to current lack of an SLBE that could perform any of the related work on the project.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The Engineer's Cost Estimate for this project (with a 10% contingency) was \$664,160.39. Three bids were received for this project, and Palmetto Corp. of Conway was deemed to be the lowest, responsive and responsible bidder. A 15% contingency is being requested for this project for several reasons.

1. This falls in line with the way Public Works handles their projects, and staff is working to bring the Department into uniformity with the rest of the County.
2. 15% is also being requested on this specific project because half of the roadway is currently concrete with an asphalt layer on top. This project will remove that existing asphalt and then seal any cracks in the existing concrete before placing a geogrid and new asphalt. It is unknown at this time what condition the concrete under the asphalt is in so during construction the need may arise to replace some of the concrete.
3. Finally, there will be some minor ditch work that needs to be performed so this extra contingency will cover any utility conflicts that may arise during construction.

#### ATTACHMENTS:

1. Procurement Recommendation Package
2. Engineer's Cost Estimate

**RICHLAND COUNTY FINANCE DEPARTMENT  
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064  
Columbia, SC 29201  
803-576-2130

Attachment 1



April 12, 2021

Re: Richland County Old Garners Ferry Rd Resurfacing RC-405-B-2021

Dear Mr. Niermeier:

A virtual bid opening was held at 2:00 p.m. EDT on Tuesday, April 6, 2021 via the Richland County's online bidding system (Bonfire) for the project referenced above. The Richland County Procurement and Contracting Office has reviewed the bids received, which were submitted via Bonfire and found no discrepancies. The bids received were as follows:

Palmetto Corp of Conway	\$ 471,916.45
C.R. Jackson, Inc.	\$ 643,169.00
Lynches River Contracting, Inc.	\$ 664,779.50

Further review shows that Palmetto Corp of Conway is duly licensed in South Carolina to perform this work.

A non-mandatory pre-bid conference was held at 10:30 a.m. on March 11, 2021 to allow attendees to gain information and bidding directives for the project.

Attached is the final bid tab sheet for your reference.

I recommend that a contract be awarded to the lowest responsive and responsible bidder, Palmetto Corp of Conway.

Sincerely,

*Virginia Goodson*

Virginia Goodson

Contract Specialist

CC: Jennifer Wladischkin, Procurement Manager

Erica Wade, OSBO Manager



Old Garner Ferry Rd Bid Tab RC-405-B-2021

<b>Total Cost</b>	<b>C.R. Jackson, Inc.</b> \$ 643,169.0	<b>Lynches River Contracting, Inc.</b> \$ 664,779.5	<b>Palmetto Corp of Conway</b> \$ 471,916.45
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Attachment 2

FINAL CONSTRUCTION COST ESTIMATE FOR REHABILITATION OF OLD GARNERS FERRY ROAD (RICHLAND COUNTY)					
ITEM NO	DESCRIPTION OF SCHEDULED ITEM	UNIT PRICE	ESTIMATED QTY	UNIT OF MEASURE	TOTAL PRICE
1031000	MOBILIZATION	\$42,124.34	1	LS	\$42,124.34
1050800	CONSTR. STAKES, LINES, & GRADES	\$6,000.00	1	LS	\$6,000.00
1071000	TRAFFIC CONTROL	15,000.00	1	LS	\$15,000.00
XXXXXXX	SHOULDER GRADING/DRAINAGE/TEMPORARY EROSION CONTROL/GRASSING	\$7,500.00	1	LS	\$7,500.00
2037010	GEOGID REINFORCEMENT (BIAXIAL)	\$8.00	15,015	SY	\$120,120.00
4011004	LIQUID ASPHALT BINDER PG64-22	\$465.00	160	TON	\$74,400.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	\$75.00	125	SY	\$9,375.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	\$3.25	6,519	SY	\$21,187.83
4020330	HOT MIX ASPHALT INTERMEDIATE COURSE - TYPE C	\$70.00	170	TON	\$11,865.00
4030320	HOT MIX ASPHALT SURFACE COURSE - TYPE B	\$91.00	2,260	TON	\$205,660.00
5041200	CLEAN & SEAL LONGITUDINAL SHOULDER JOINTS	\$3.50	11,700	LF	\$40,950.00
5041300	CLEAN & SEAL TRANS. JOINTS	\$4.25	3,120	LF	\$13,260.00
5051000	ROUT, CLEAN, and SEAL CRACKS	\$3.50	5,000	LF	\$17,500.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	\$5.00	500	SF	\$2,500.00
6241010	4" WHITE SOLID LINES (PVT. EDGE LINES)- PERM.PVMT.MARKING	\$0.40	11,700	LF	\$4,680.00
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES)- PERM.PVMT.MARKING	\$20.00	100	LF	\$2,000.00
6241074	4" YELLOW SOLID LINES(PVT.EDGE LINES)- PERM.PVMT.MARKING	\$0.40	11,700	LF	\$4,680.00
6250010	4" WHITE SOLID LINES(PVT.EDGE LINES)- FAST DRY PAINT	\$0.20	11,700	LF	\$2,340.00
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES)- FAST DRY PAINT	\$3.00	100	LF	\$300.00
6250110	4" YELLOW SOLID LINES(PVT.EDGE LINES)- FAST DRY PAINT	\$0.20	11,700	LF	\$2,340.00

Construction Subtotal w/Shoulder Grading/Drainage/Temporary Erosion Control/Grassing (w/o Mobilization)	\$561,657.83
Mobilization (7.5%, to include Mobilization, Bonds, Construction Layout)	\$42,124.34
Contingency (10%)	\$60,378.22
Total Estimated Project Cost	\$664,160.39

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION KYLE HUGHES AS A  
CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL  
WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Kyle Hughes is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s business license regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Kyle Hughes shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Kyle Hughes is no longer employed by Richland County to enforce the County’s business license regulations.

**ADOPTED THIS THE 4<sup>th</sup> DAY OF MAY, 2021.**

\_\_\_\_\_  
Paul Livingston, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Andrea Mathis  
Clerk of Council



**Agenda Briefing**

<b>Prepared by:</b>	Clayton Voignier	<b>Title:</b>	Director
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Planning Services
<b>Date Prepared:</b>	April 08, 2021	<b>Meeting Date:</b>	May 04, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 15, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 15, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 15, 2021
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Subject:</b>	Taylors Community Improvement Funds		

**STAFF’S RECOMMENDED ACTION:**

Approve staff to move forward with developing a detailed project plan for the expenditure of the \$300,000 allocated to the Taylors Community, in developing and implementing the Rail-to-Trail Art Alley;

or,

Approve staff to move forward with developing a detailed project plan for the expenditure of the \$300,000 allocated to the Taylors Community, in implementing the beautification measures, i.e., public art, gateway signage, and community scavenger hunt, in a coordinated manner.

**Request for Council Reconsideration:**  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	Yes	<input checked="" type="checkbox"/>	No

Currently, the funds received as part of the infrastructure agreement are not in the current fiscal year budget. If approved to move forward, staff would request the \$300,000 be included in the Neighborhood Redevelopment budget for FY22 as part of the budget approval process.

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Because the anticipated costs of the project, and necessary approvals, staff believes it is best to move forward with the project planning for the remainder of the fiscal year and begin the implementation process in FY22 in July. This is in part, due to the procurement deadlines having passed for requisitions above \$15,000 and \$100,000.

Depending on the measures implemented, limited maintenance costs may be associated with the projects, but would be minimal based upon the nature of the recommended options.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.



**REGULATORY COMPLIANCE:**

Per the infrastructure agreement, the funds must be spent within the community area of the development project (Reign Living) and can only be utilized for the purposes of acquiring, developing, constructing, or improving certain parks, green spaces, recreational facilities, or beautification projects. The County has the sole discretion in how the funds are expended.

**MOTION OF ORIGIN:**

“...designate the \$300,000 donated by Reign for recreation in the Taylor’s community, to direct staff and Legal to collaborate with the Recreation Commission to present a plan to use those dollars for recreation in Taylors, and to provide an update on that plan to Council in the next 45 days.”

Council Member	Chakisse Newton, District 11
Meeting	Regular Called Meeting
Date	February 16, 2021

**STRATEGIC & GENERATIVE DISCUSSION:**

Staff is providing Council options to consider in relation to the \$300,000 allocated for the Taylors Community. Per the motion made by Councilmember Newton at the February 16, 2021, Regular Meeting of Council, staff was directed to collaborate with Richland County Recreation Commission (RCRC) in developing a plan on how to use the funds for recreation in the Taylors Community. Staff has not received any contact back from RCRC regarding the use of the funds and collaboration surrounding such.

The two motions associated with the fund, including Councilmember Newtons’s motion and the original motion by then Councilmember Myers, both mention recreation and/or parks specifically. Based upon certain findings by staff, a park already exists within the community, Perrin-Thomas Park and Community Center (formerly Perrin-Thomas Elementary School), which is owned and operated by RCRC. RCRC’s website notes that the park is new with a variety of features.

Because of these factors, staff is proposing a variety of options for the \$300,000 that is appropriate for the area. The options noted below have various interrelation with one another and should be considered in conjunction. Alternatively, certain options, principally the public art and gateway signage, could be completed as standalone projects if desired.

- Rail-to-Trail “Art Alley”
- Public Art
  - Murals
  - Sculptures
- Scavenger Hunt
- Gateway Signage

Staff also believes that utilizing the funds for further enhancements to the Perrin-Thomas Park and Community Center is still an appropriate alternative depending upon the will of Council and RCRC’s openness to communication and collaboration on the enhancements. However, staff believes that few enhancements would be accomplished based upon the recent renovations and improvements already

completed as well as the willingness of RCRC to partner or use space that serves other purposes. Likewise, staff believes, barring any contractual basis from the infrastructure agreement, that returning the funds is another alternative, though staff would recommend only as a last course of action if no agreement can be made on how to best utilize the funds.

Staff is requesting a Council decision specific to the funds and the improvement options provided. Once given approval, staff will begin developing a more specific project plan in relation to the approved option(s). From there, staff would initiate the various approvals and other matters needed to carry the project forward.

The funds provided as part of the infrastructure credit agreement have a specific purpose and can only be utilized in a few ways. Staff believes that the beautification options allow for the most creative and feasible use of the funds as a way to benefit the Taylors community directly and the broader area as a whole. As evidenced by way of the agreement, beautification is a top priority for the area.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

As noted earlier, staff believes the “beautification” options to be the most viable and feasible for the constraints tied to the funding. In relation to this, staff has looked at various demographic components and existing land uses within the area as part of its review in considering appropriate improvement projects.

Staff defines the Taylors community as the area between Bluff Road on the south, CSX and NFS Railroads on the north, Rosewood Drive on the west, and the western boundary of the Arthurtown subdivision and community on the east. This also coincides with Block Group 2 of Census Tract 117.01.

The area primarily consists of commercial and industrial properties, along with several apartment complexes. Many of the multi-family uses are new and have served as redevelopment and/or adaptive reuse of vacant commercial and industrial properties. Likewise, these have in part been developed in relation to UofSC and the stadium nearby, catering to student-aged and young adult populations as well as seasonal housing. There is limited single-family detached housing, and what does exist, is found almost singularly along Andrews Road. The community is also home to Williams-Brice Stadium and the SC Fairgrounds, which represent two features that are mainstays of the community area. As such, the area is a prime location for many people visiting from outside the local area, especially during weekends for football games and the variety of events and happenings at the SC Fairgrounds. Another attraction in the community is River Rat Brewery, a popular spot for Columbia residents. Collectively, these amenities and features facilitate a significant population that travel into and experience the Taylors community bringing large crowds of people into the area on a relatively frequent basis.

Based upon the most recently available census data (2019 ACS 5-year Estimates), the community is home to around 1,700 people. These are primarily college-aged students and young adults between the ages of 18 and 29. There are only about 19 children (anyone less than 18 years old) within the community. The median age for the area is 21.7. Around 84% of the population is white; the remaining 16% is Black. Of the occupied units in the area, around 70% are rentals where 80% of the population resides in such. These range from studio apartments to 5 bedroom units. Generally, the residents are longer-term renters for the expected age grouping, where about 65% of the population have lived at their current residence for over a year or more.

Based upon the demographics and the attractions currently in the area, staff is of the opinion that the beautification elements will help further enhance the Taylors community for investment and attracting visitors.

**ATTACHMENTS:**

1. February 12, 2021 County Council Regular Session Minutes
2. Reign Living LLC Infrastructure Credit Agreement, Sec. 1.2(d)
3. Beautification Improvements Concept Examples
4. Overview Map



Richland County Council  
Regular Session  
February 16, 2021 – 6:00PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Paul Livingston Chair, Yvonne McBride, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture E. Walker, Jesica Mackey, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Leonardo Brown, Ashiya Myers, Ashley Powell, Clayton Voignier, John Thompson, Elizabeth McLean, Dwight Hanna, Lauren Hogan, Jani Hussain, Ronaldo Myers, James Hayes, Michael Niermeier, Jeff Ruble, Judy Carter, Jennifer Wladischkin, Dale Welch, Bill Davis, Stacey Hamm, Lori Thomas, Michael Maloney, Randy Pruitt, Brittney Hoyle-Terry, Dante Roberts and Michael Byrd.

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:02PM.
2. **INVOCATION** – The Invocation was led by the Honorable Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton
4. **PRESENTATIONS**
  - a. **COMET Highlights** – Mr. Andoh provided an update on the COMET.
5. **APPROVAL OF MINUTES**
  - a. **Special Called Meeting: February 9, 2021** – Ms. Terracio moved, seconded by Mr. Pugh, to approve the minutes as published.

Ms. McBride requested that it be notated on pp. 9-10 that she was present, but unable to vote due to technical difficulties.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, Newton.

Not Present J. Walker.

The vote in favor was unanimous.

## 19. OTHER ITEMS

- a. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor's Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park - Mr. Brown noted there are meeting notes in the agenda packets that reference the conversation in the November A&F Committee. The last time they check back on this item, they were able to identify language in the Economic Development Agreement that talked about where the funds came from, in terms of what was happening with the park. Discussions had begun with the Recreation Commission, and that is where the item rests. The Community Planning and Development Department has been working with the Recreation Commission to determine whether this is something the Recreation Commission could take on.

Mr. Livingston inquired about the communication between the Recreation Commission and staff.

Mr. Brown responded there have been initial conversations, but there have been no commitments by the Recreation Commission to move forward with the development of a park in this area.

Mr. Voignier stated all the information about this particular park are included in the agenda packet. There have been additional conversations with the Recreation Commission about the Atlas Road Park, which is not related to this particular agenda item.

Ms. A. Myers stated, per her notes, the last direction Council delivered was for the County Attorney's Office was to advise Council on what steps needed to be taken in order to deliver the park or the funds to the Taylors community.

Ms. McLean stated the last involvement Legal had on this was the drafting of an intergovernmental agreement with the Recreation Commission. Legal has had no involvement in this process from the beginning. The intergovernmental agreement was based on comments they got from Ms. Powell and Mr. Voignier. She stated, at the time, they were not in any way in agreement with the Recreation Commission on how this might go down. Mr. Voignier sent her a draft the Recreation Commission presented to the County, which Legal had not seen. Basically, it was a master agreement for all parks the Recreation Commission would take over on behalf of the County. Legal can go in any direction Council would like. If Council would like the County to own this park, build this park and hand it over to the Rec Commission, it would have to be negotiated. Based on the agreement the Recreation Commission sent, it does not seem likely, but that is a path we could try. The other option is to give the funds to the Recreation Commission with an agreement saying what they have to spend it on.

Ms. Newton stated her understanding was the \$300,000 was negotiated and would be provided for recreation for the community. Effective December 2020, all of the funds have been paid to the County. As it relates to the Recreation Commission, they have not agreed to accept responsibility for the park.

Mr. Brown responded in the affirmative.

Ms. Powell stated the answer to those questions would be 'yes', but she added staff was not aware of any Council motion that directs the funds to be used for a park.

Ms. Newton inquired if it would be appropriate to make a motion that would give staff a clear direction. From her perspective, there are so many details that are unclear it would be along the lines of directing Administration and Legal to come to Council with a plan for how these funds might be used for recreation for this community, which would give Administration and Legal the latitude to recommend options.

Ms. Barron noted, from what she read, these funds were for recreation. It does not state that it has to go through the Recreation Commission. She is concerned if they have not responded at this point, they may not be willing to manage the project. Having several parks in her district, and having conversations with the Recreation Commission, she would like for us to do our due diligence in instructing Mr. Brown, his staff and Legal to be able to explore creative options that would not include the Recreation Commission.

Mr. Livingston stated the funding was designated for a particular area. Richland County is not directly responsible for recreation. He thought staff suggested we consider establishing an MOU with the Recreation Commission and let them decide what the appropriate use of the funding and location would be.

Ms. McBride stated it appears we are under legal obligation to use the \$300,000 for a recreational program in the Taylors community, based on the donation.

Ms. McLean responded it is a possibility. She does not know how the donation was initially negotiated. She does not know what our representations to the developer were. It appears it was for somewhat recreation facility in that area. She stated she would need additional information before she could answer the question definitively.

Ms. McBride agrees with Ms. Barron, she is concerned about giving the funds to the Recreation Commission without a detailed plan on how it would be used.

Mr. Malinowski inquired if we cannot come to an agreement with the Recreation Commission, could we give the money back. He noted staff pointed out that additional cost for recurring park maintenance would occur, and we need to take that into consideration. It is fine for somebody to give you funding to build the park, but then the County is responsible for the increase in the budget for maintenance and staffing.

Ms. Newton stated she would like for Legal to review the documentation and come back with their option. She noted she spoke with the attorney who represented the developer on this project to ask some clarifying questions. Her understanding is those funds were clearly donated for the purpose of recreations in this community. She would suggest for staff to come back with a plan that could include a number of options. At this point, her impression is the Recreation Commission does not have a desire to manage this project.

Ms. McBride stated she believes the needs of the community have been identified. She would hate to see us not do something to address the identified need. She noted we have a lot of expertise on our staff and we may have someone on staff that can provide options for this to be done.

Ms. Powell responded staff is willing, and able, to look at an array of options and come back to Council with some to choose from. Their stagnation has been that there has not been a clear motion from the policy making body as to what these funds should be used for.

Ms. Barron stated if the Recreation Commission would like to serve in the capacity of giving us guidance on the best way of using these funds, she would encourage Council to use them and their expertise. Also, looking at nontraditional ways of how we can still serve this community with the funds that have been given to us through some of our non-profit organizations or other partner organizations within the community. Based on what she read, it is about bringing recreation to the community. The method is not clear. She would encourage staff to be creative in bringing this to the community and give them the resources they need.

Ms. Newton moved, seconded by Ms. Barron, to designate the \$300,000 donated by Reign for recreation in the Taylor's community, to direct staff and Legal to collaborate with the Recreation Commission to present a plan to use those dollars for recreation in Taylors, and to provide an update on that plan to Council in the next 45 days.

Mr. Malinowski inquired if the motion should include the worst-case scenario that we would return the funds.

Mr. Livingston responded when they come back with the update we can make that decision.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: J. Walker

The vote in favor was unanimous.

20. **EXECUTIVE SESSION** – There were no items for Executive Session.
21. **MOTION PERIOD** – There were no motions.
22. **ADJOURNMENT** – The meeting adjourned at approximately 7:39PM






Section 1. Based solely on information provided to the County by the Taxpayer, including the Notices of Intent, the County hereby certifies that (i) Parcel A and Parcel B each constitute an abandoned building site, and the improvements on each of Parcel A and Parcel B constitute two separate abandoned buildings, as defined by Section 12-67-120(1) of the Act, and (ii) the geographic area of each building site is consistent with Section 12-67-120(2) of the Act.

Section 2. 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 3. This Resolution regards only the certification of Parcel A and Parcel B pursuant to Section 12-67-120 of the Act. The County makes no representations, warranties, findings or determinations regarding any other matters, including the eligibility of the Taxpayer for any credit authorized pursuant to the Act, Parcel A's or Parcel B's fitness for a particular purpose or any zoning, permitting, or licensing matters.

RESOLVED the 7<sup>th</sup> day of October, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Joyce Dickerson  
Chair, Richland County Council

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Clerk to Council, Richland County Council

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 031-18HR

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT REIGN; AND OTHER RELATED MATTERS.**

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

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

WHEREAS, Project Reign (“Company”) desires to establish a commercial apartment complex within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$27,000,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13 and approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01 (“Property”), in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

**Section 2. *Expansion of the Park Boundaries, Inclusion of Property.*** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and a companion approving ordinance by the Fairfield County Council.

**Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

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

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

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



RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk of Council, Richland County Council

First Reading: April 17, 2018  
Second Reading: May 1, 2018  
Public Hearing: May 15, 2018  
Third Reading: June 19, 2018

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**REIGN LIVING LLC**  
**(previously identified as Project Reign)**

**Effective as of: June 19, 2018**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 19, 2018 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and REIGN LIVING LLC (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

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

WHEREAS, the Company has committed to establish a commercial apartment complex in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$27,000,000;

WHEREAS, by an ordinance enacted on June 19, 2018 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

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

**ARTICLE I  
REPRESENTATIONS**

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. *Representations and Covenants by the Company.*** The Company represents and covenants to the County as follows:

- (a) The Company is in good standing under the laws of the State of Delaware, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.
- (d) The Company hereby covenants to provide \$100,000 each year for three years, commencing on or before January 15, 2019, and continuing through January 15, 2021, for a total of \$300,000 ("Community Funds"), to the County for the purpose of acquiring, developing, constructing or improving certain parks, green spaces, recreational facilities or beautification projects ("Community Investment") within the community in which the Project will be located. The County shall have the sole discretion in determining the particular Community Investment on which the Community Funds shall be expended.

**ARTICLE II  
INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$27,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the Company is subject to the clawback requirements set forth in Section 2.3 below.

**Section 2.2. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B. Provided, the Infrastructure Credits available to the Company with respect to any particular Fee Payment shall not be applied unless and until the Company is current in its payment of Community Funds described in Section 1.2(d).

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

**Section 2.3. Clawback.** If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

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

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

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

*For example, and by way of example only, if the Company had received \$1,000,000 in Infrastructure Credits, and had invested \$24,300,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Investment Achievement Percentage} = \$24,300,000 / \$27,000,000 = 90\%$$

$$\text{Clawback Percentage} = 100\% - 90\% = 10\%$$

$$\text{Repayment Amount} = \$1,000,000 \times 10\% = \$100,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

**Section 2.4 Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:



(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 3.3. *Reimbursement of Legal Fees and Other Expenses.*** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. *Remedies Not Exclusive.*** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. *Nonwaiver.*** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE IV MISCELLANEOUS

### **Section 4.1. *Examination of Records; Confidentiality.***

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is

required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an "Affiliate" of the Company so long as the Company provides 30 days' prior written notice of the assignment to the County, and the Affiliate agrees in a signed writing, a copy of which shall be delivered to the County, to assume all duties and obligations of the Company hereunder. An "Affiliate" of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a





with a copy to  
(does not constitute notice):

Haynsworth Sinkler Boyd P.A.  
Attn: Will R. Johnson  
1201 Main Street, Suite 2200 (29201)  
Post Office Box 11889  
Columbia, South Carolina 29211-1889  
Phone: 803.540.7945  
Fax: 803.765.1243

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

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. *Counterparts.*** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. Amendments.** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

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

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.


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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

  
\_\_\_\_\_  
Chair, Richland County Council


(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, Reign Living LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**REIGN LIVING LLC**

By:   
Name: Scott R. Sharp  
Its: President

***[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]***

**EXHIBIT A**

**LAND DESCRIPTION**

Approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13

Approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01

**EXHIBIT B**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**33% per year for 10 years, commencing with the first property tax year after the property tax year in which the project is placed in service**

# Beautification Improvements Concept Examples

Taylors Community Improvement Project

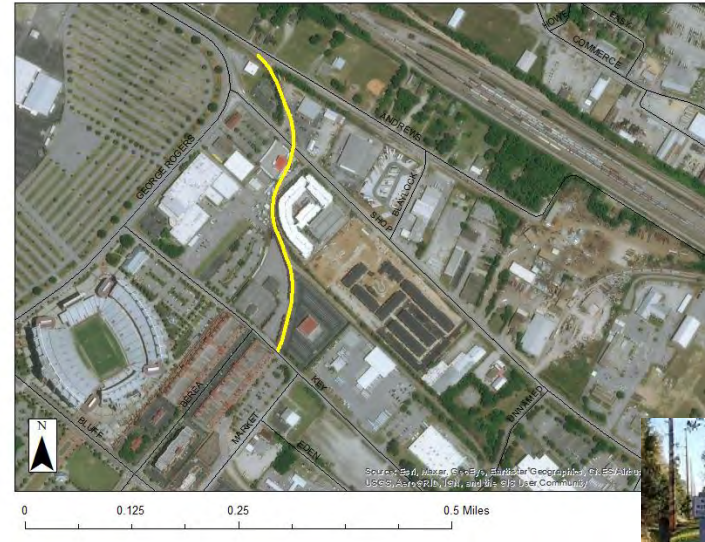




# Rail-to-Trail Art Alley

- Concept
  - Repurpose inactive railways
  - Allow cut-through circulation for pedestrians
  - Location and medium for public art opportunities
  - Utilize the various beautification measures offered at one location
- Application
  - Utilize inactive railway connecting Andrews Rd and Key Rd
  - Can connect to Assembly St multi-use path in development by Transportation Penny
  - Provide pedestrian route to Williams-Brice Stadium
- Cost
  - Approximately \$220,000 with variation determined by right-of-way acquisition costs
  - Can be completed in segments to reduce costs (i.e. connecting Shop Rd and Key Rd, rather than Andrews Rd and Key Rd)
  - Can be supplemented by federal trail building grants

Proposed Art Alley Location



Inactive Railways





# Gateway Signage

- Concept
  - Provide visually appealing signage that helps identify and brand the area
  - Build on community character in the Taylors Community, e.g., abandoned railroads in the area, industrial commercial buildings, and archways in Williams Bryce Stadium
  - Could include larger and smaller signage components
- Application
  - Place on frequently travelled and roadways intersections
  - Various intersections within the Taylors Community
- Cost
  - Cost estimate : \$23,000
  - Range: \$15,000 - \$70,000 (depending on size and materials)





# Mural

- Concept
  - Visual art on large blank wall
  - Placemaking device that represents the community
  - Transform blank spaces into eye-catching public art
- Application
  - Heavily trafficked area during events
  - Underutilized façade space (e.g., SCETV)
- Cost
  - \$10-50 per square foot, varies by artist experience level
  - Cost can be reduced for a mural on only a portion of the wall
  - Reference point: Five Points postcard mural completed with budget of \$26,000

Potential Mural Site





# Sculpture

- Concept
  - Larger art piece that provides an extra dimension (3D)
  - Represent community through various sculpture styles
  - Possibility for interactive pieces
- Application
  - Larger sculpture at community gateway
  - Smaller pieces incorporated into potential art alley or throughout the neighborhood
- Cost
  - \$20,000+ for larger sculpture pieces; reference new 15 ft tall sculpture project on Main St with budget of \$75,000
  - Lower costs for smaller pieces that could be utilized in a broader way



# Scavenger Hunt

- Concept

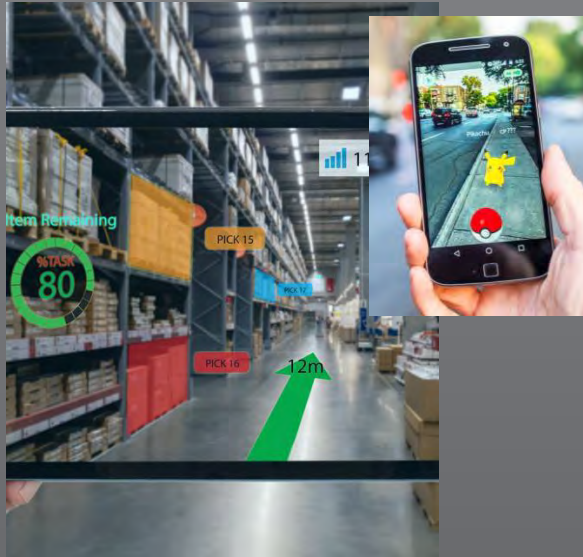
- Everyday Items turned art (Man Holes, gates, fences, trashcans) using place-making components
- Highlights architecture, history, artwork and other interesting elements in the community.
- A way of creating dynamic experiences in place without disturbing the actual surroundings.
- Scavenger items potentially could be auctioned off to support a local charity.
- Items used in the scavenger hunt can be used as a circulation guide for art exhibits.

- Application

- Location of elements will vary depending on what medium is chosen.
- Utilize Augmented Reality

- Cost

- Cost will vary depending on size and medium.





# Augmented Reality

- Concept

- Used as a multi-use platform for other place-making elements.
- Augmented reality (AR) is an enhanced version of the real physical world that is achieved through the use of digital visual elements, sound, or other sensory stimuli delivered via technology. Enhanced navigation systems use augmented reality to superimpose a route over the live view of the road.

- Application

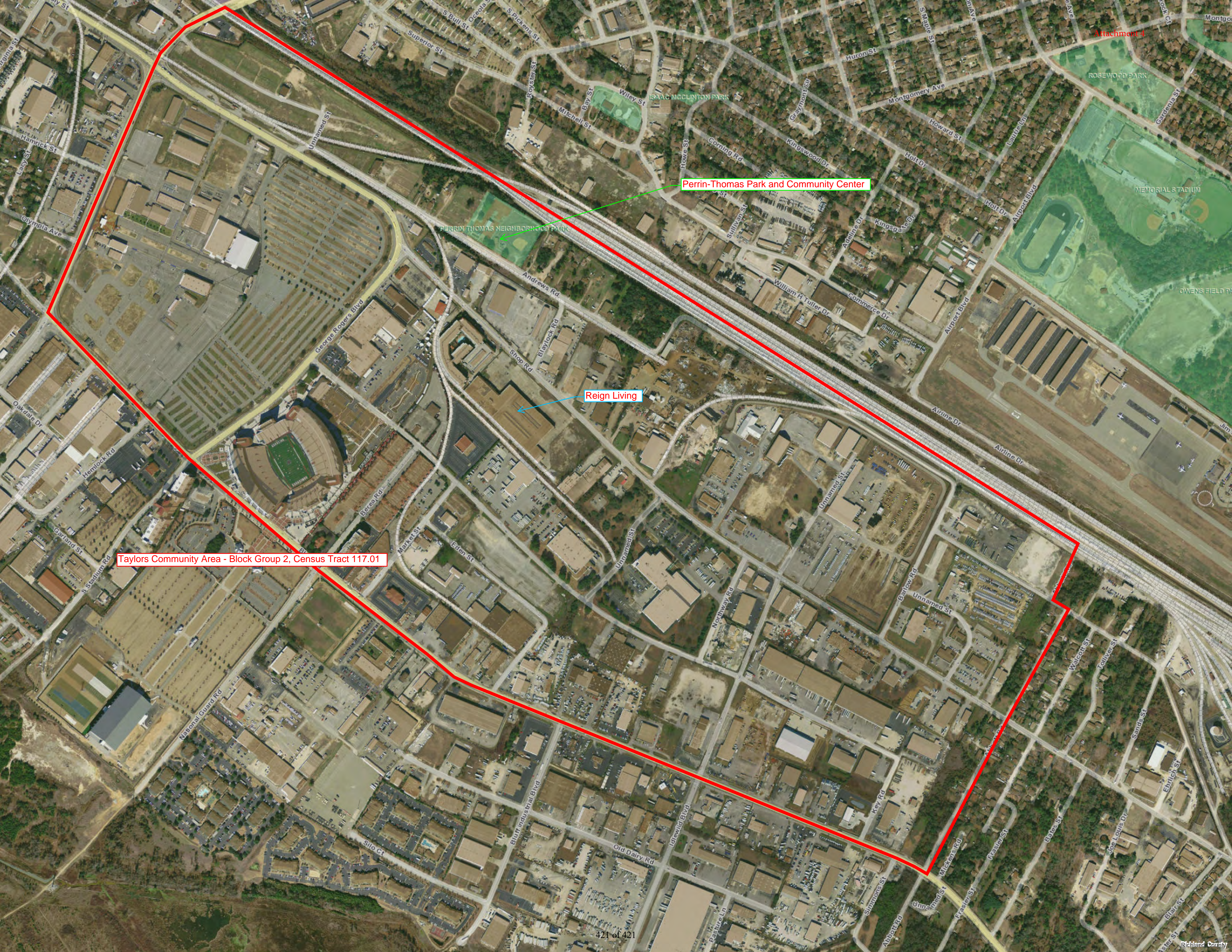
- During football games, broadcasters use AR to draw lines on the field to illustrate and analyze plays.
- Furniture and housewares giant IKEA offers an AR app (called IKEA Place) that lets you see how a piece of furniture will look and fit in your space.

- Cost

- Free Augmented Reality (AR) apps exist already but would be a third-party name to app.
- Neighborhood/Community specific AR app averages \$5,000-\$10,000 if created from scratch. (Philadelphia is already using one for their city)
  - Cost for AR app varies but a custom platform would cost \$5,000-\$10,000.







Perrin-Thomas Park and Community Center

Reign Living

Taylor's Community Area - Block Group 2, Census Tract 117.01