



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**OCTOBER 19, 2010
6:00 PM**

CALL TO ORDER **HONORABLE PAUL LIVINGSTON, CHAIR**

INVOCATION **HONORABLE JIM MANNING**

PLEDGE OF ALLEGIANCE **HONORABLE JIM MANNING**

Approval Of Minutes

1. Regular Session: October 5, 2010 [PAGES 7-15]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

Citizen's Input

Report Of The County Administrator

2. a. Lower Richland Sewer Update
b. Employee Grievance
c. Presentation of Budget Books

Report Of The Clerk Of Council

3. a. Greater Greenville Area Harvest Hope Food Bank Grand Opening, October 26, 11 a.m., 2818 White Horse Road, Greenville
b. Columbia Urban League's 43rd Annual Equal Opportunity Day Dinner, October 26, Reception: 6 p.m.; Dinner: 7 p.m., Columbia Metropolitan Convention Center, 1101 Lincoln St., Keynote Speaker: W. James "Jim" Mc Nerney, Jr.
c. Midland Technical College 5th Annual Oyster Roast & Shrimp Boil, October 28, 6-8 p.m.,

MTC Center of Excellence for Technology Patio

- d. Grand Opening of Main & Gervais, October 28, 5:30-7:30 p.m., 1221 Main St.
- e. 3rd Annual Benedict College Food and Wine Tasting "Appetite for Partnership", October 29, 5-7 p.m., Southern Wine and Spirits, 1600 Richland St.
- f. 24th Annual Columbia Mayor's Prayer Breakfast, November 11, 7-8:30 a.m., Columbia Metropolitan Convention Center, 1101 Lincoln St.
- g. Palmetto Richland Annual Luncheon - Available dates: Monday, October 25th, 12:00 noon; Tuesday, November 16th, 12:00 noon; or Monday, November 29th
- h. November and December Meeting Schedule

Report Of The Chairman

- 4. a. Personnel Consultant Report

Presentations

- 5. a. Navigating from Good to Great - Courtney Herring, VP Public Policy

Open/Close Public Hearings

- 6. a. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$211,347 of General Fund Undesignated Fund Balance to Non Departmental for Grant Match Funds based on Attachment A
- b. Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters
- c. Rite Dose (formerly known as Holopack) Resolution to Approve Security Interest in Property

Approval Of Consent Items

- 7. 10-23MA
Cynthia South
RS-LD to RS-MD (8.18 Acres)
Brevard St. & Jefferson Allen Dr.
07306-05-15 & 07306-04-05/21/24 [**THIRD READING**] [**PAGE 22**]
- 8. 10-24MA
Lexington Land Development Co., LLC
Benjamin E. Kelly, Jr.
HI to GC (1.65 acres)
Clemson Rd. & Farrow Rd.
17400-04-02/06/11 [**THIRD READING**] [**PAGE 24**]

9. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (B); so as to correct the section reference for the adopted flood insurance rate map [**THIRD READING**] [**PAGE 26**]
10. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$211,347 of General Fund Undesignated Fund Balance to Non Departmental for Grant Match Funds based on Attachment A [**THIRD READING**] [**PAGES 28-30**]
11. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation [**SECOND READING**] [**PAGES 32-35**]
12. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment [**SECOND READING**] [**PAGES 37-38**]

Second Reading Items

13. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic [**PAGES 40-41**]
14. Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters [**PAGES 43-72**]

Report Of Economic Development Committee

15. Rite Dose (formerly known as Holopack) Resolution to Approve Security Interest in Property [**PAGES 74-95**]

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

16. Building Codes Board of Adjustments and Appeals (Plumbing)-1 [David A. Cook, November 20, 2010*]
17. Community Relations Council-1 [Jennifer Butler, September 11, 2010*]
18. Riverbanks Park Commission-1 [Llyod S. Liles, November 16, 2010*]

2. Notification Of Appointments

19. Accommodations Tax Committee (Hospitality)-2; there are no applications at this time.
20. Appearance Commission-Landscape Architect/Landscaper-1; there are no applications at this

time.

21. Building Codes Board of Adjustments and Appeals-1
22. Central Midlands Council of Governments-3; applications was received from Stephen B. Corboy* and W.L. "Chip" Harriford, III. [PAGES 104-107]
23. Internal Audit Committee-2; no applications was received for this committee

3. **Discussion From Rules And Appointments Committee**

24. Financial System access for Council Members [WASHINGTON] [PAGE 110]
25. To change Section 18-1 to eliminate the underlined and italicized wording shown below-

Section 18-1. Discharge of firearms in certain areas unlawful.

(b) *Within three hundred yards of the property boundaries of any dwelling business, or subdivision. It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the armed forces of the United States or any authorized gun club, or in the lawful defense of life or property. This subsection also shall not apply to hunting or other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to persons hunting or otherwise lawfully discharging firearms on another person's property with the landowner's express permission. [MALINOWSKI]*

26. **Motion:**

When vacancies are identified on Richland County Boards and/or Commissions that require actions of County Council to fill, the Clerk assigned to advertise and process applications for these positions will notify the Executive Director and/or Chairman of the Board of the agency, Board or Commission either by telephone, email or regular mail prior to posting the public announcement of the vacancy. (Rules & Appointments Committee) [PEARCE]

Other Items

27. Cherokee Garden Grant [PAGE 114]

Citizen's Input

Executive Session

Motion Period

28. a. Council will schedule at a minimum Quarterly 1/2 Day Work Sessions to coincide with the receipt of the 50+ page Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports. [MANNING]

b. Eason Memorial Baptist Church 100th Anniversary Resolution [WASHINGTON]

Adjournment



Richland County Council Request of Action

Subject

Regular Session: October 5, 2010 [**PAGES 7-15**]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, OCTOBER 5, 2010 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Paul Livingston
Vice Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin Washington

OTHERS PRESENT – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Larry Smith, Daniel Driggers, David Hoops, Dale Welch, Amelia Linder, Anna Almeida, Geo Price, James Hayes, Paul Brawley, Sara Salley, Andy Metts, Ray Peterson, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:12 p.m.

INVOCATION

The Invocation was given by the Honorable Joyce Dickerson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Joyce Dickerson

APPROVAL OF MINUTES

Regular Session: September 21, 2010 – Mr. Malinowski requested that the motion and vote be reviewed on “Clarification of the Rule regarding motions during the Special Called Meeting” and that Citizens Input and Executive Session be listed in chronological order in the minutes.

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

Special Called Zoning Public Hearing: September 21, 2010 – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.

Zoning Public Hearing: September 28, 2010 – Mr. Malinowski moved, seconded by Ms. Kennedy, to approve the minutes as submitted. The vote in favor was unanimous.

Special Called Meeting: September 28, 2010 – Mr. Malinowski requested that the tape be review on the Executive Session item.

Ms. Kennedy moved, seconded by Mr. Jeter, to approve the minutes as corrected. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Pope stated that an additional item entitled: “Federal Highway Sign Requirements” needed to be added under the Report of the County Administrator and a Personnel Matter needed to be added under the Report of the Attorney for Executive Session Items.

Mr. Pearce requested that the presentation of a resolution on behalf of Mental Health Week be added to the agenda.

Mr. Jeter moved, seconded by Ms. Kennedy, to adopt the agenda as amended. The vote in favor was unanimous.

PRESENTATION OF RESOLUTION

Resolution acknowledging October 3-9 National Mental Illness Awareness Week – Mr. Pearce presented the resolution to Mr. Bill Lindsey, President of the South Carolina National Alliance for the Mentally Ill.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized former Council members Bernice Scott, Mike Montgomery and Susan Brill.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **FN Manufacturing vs. Richland County** – No action was taken.
- b. **Personnel Matter** – No action was taken.

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

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

Federal Highway Sign Requirements – Mr. David Hoops updated on the Federal Highway Sign Requirements.

REPORT OF THE CLERK OF COUNCIL

Richland Memorial Hospital's Annual Fall Luncheon – Ms. Walters stated that Ms. Finch had forwarded an e-mail to Council with proposed dates for the Richland Memorial Hospital's Annual Fall Luncheon.

Midlands Technical College Oyster Roast & Shrimp Boil, October 28, 6-8 p.m., MTC Center of Excellence for Technology Patio – Ms. Walters stated that the MTC Oyster Roast & Shrimp Boil will be held October 26, 6-8 p.m. at the MTC Center of Excellence for Technology Patio.

REPORT OF THE CHAIRMAN

No report was given.

APPROVAL OF CONSENT ITEMS

- **10-23MA, Cynthia South, RS-LD to RS-MD (8.18 Acres), Brevard St. & Jefferson Allen Dr., 07306-05-15 & 07306-04-05/21/24 [SECOND READING]**
10-24MA, Lexington Land Development, Co., LLC, Benjamin E. Kelly, Jr., HI to GC (1.65 Acres), Clemson Rd. & Farrow Rd., 17400-04-02/06/11 [SECOND READING]
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (B); so as to correct the section reference for the adopted flood insurance rate map [SECOND READING]**

- **Old Garner's Ferry Road Bridge Repair**
- **AT&T Leased Line Connections—Countywide**
- **An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation [FIRST READING]**
- **Microsoft Licensing—Countywide**

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

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Arcadia Lakes Floodplain Management Services Agreement – Mr. Malinowski moved to approve the amended agreement. A discussion took place.

The vote was in favor.

Farmers' Market Update – Ms. Smith moved, seconded by Mr. Pearce, to refer this item back to committee. A discussion took place.

The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (C), Processes; Paragraph (3), Major Subdivision Review; Subparagraph F., Bonded Subdivision Plan Review and Approval; so as to add a provision dealing with expired bonds – The committee's recommendation to table this item was unanimously approved.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; so as to add a new section that permits the subdivision of property to heirs of a deceased property owner – Mr. Malinowski moved, seconded by Mr. Washington, to approve the amended ordinance. A discussion took place.

The vote in favor was unanimous.

Broad River Sewer Monthly User Fees – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve the committee's recommendation. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Franchise Fees for Utilities – Mr. Malinowski moved, seconded by Mr. Jackson, to refer this item back to committee.

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

The motion failed.

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

Hospitality Tax-Special Round for SERCO organizations – Mr. Washington moved, seconded by Mr. Manning, to approve the committee's recommendation. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to approve \$80,500 for SERCO.

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

The motion failed.

A discussion took place on the committee's recommendation.

Mr. Washington moved, seconded by Ms. Smith, to call for the question. The vote was in favor.

Mr. Malinowski made a substitute motion, seconded by Mr. Jackson, to defer any funding until the proper paperwork is provided showing that SERCO meets Hospitality Tax rules. A discussion took place.

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

Mr. Washington moved, seconded by Mr. Manning, to reconsider. The motion to reconsider failed.

Sheriff's Department Grant Position Pick Up Request – Ms. Hutchinson moved, seconded by Mr. Jeter, to approve the committee's recommendation. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment – Ms. Dickerson moved, seconded by Mr. Jackson, to approve the committee's recommendation. The vote in favor was unanimous.

Review all Departments and determine possible consolidation and/or outsourcing and prioritize them – Ms. Smith moved, seconded by Mr. Malinowski, to direct the Chair to form the ad hoc committee within two weeks and the ad committee report back to Council within six months. The vote in favor was unanimous.

Benedict College SC HBCU Classic – Mr. Washington made a substitute motion to approve this item. The motion died for lack of a second.

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

Coroner Budget Amendment for 2010-2011 – The committee's recommendation was unanimously approved.

Palmetto Capital City Classic Funding – Mr. Jackson made a substitute motion, seconded by Ms. Kennedy, to fund the Palmetto Capital City Classic the additional \$11,500 requested. A discussion took place.

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

The vote was in favor of the substitute motion.

THIRD READING

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 amounts appropriated by the Richland County Council prior to July 1, 2010, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2010 through June 30, 2011 – Mr. Jeter moved, seconded by Ms. Hutchinson, to approve this item. A discussion took place.

Ms. Smith moved, seconded by Mr. Manning, to delete the carry forward from the General Fund, to adopt the State reimbursement numbers given Council in June, to reduce the library deficit to a number that would equal the actual deficit of \$32,493, and to get a legal opinion on the library deficit. A discussion took place.

The vote was in favor.

Ms. Smith moved, seconded by Ms. Dickerson, to reconsider this item. The vote in favor was unanimous.

Ms. Smith moved, seconded by Mr. Manning, to adopt the motion to delete the carry forward from the General Fund, to adopt the State reimbursement numbers given Council in June, to reduce the library deficit to a number that would equal the actual deficit of \$32,493, and to get a legal opinion on the library deficit with the following amendment: that upon review from legal and finance staff they authorize the Auditor to move forward. The vote was in favor.

REPORT OF ECONOMIC DEVELOPMENT

Lower Richland Sewer Update – Mr. Washington moved, seconded by Ms. Smith, to accept the Richland County’s Lower Richland Sewer plan and to immediately sign an agreement with the City of Columbia. A discussion took place.

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

Ms. Smith moved, seconded by Mr. Washington, to reconsider this item. The motion failed.

OTHER ITEMS

Regional Sustainability Plan MOU – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

CITIZEN’S INPUT (Must Pertain to Items Not on the Agenda)

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 8:16 p.m. and came out at
approximately 8:27 p.m.
=====

- a. FN Manufacturing vs. Richland County – No action was taken.
- b. Personnel Matter – No action was taken.

MOTION PERIOD

When vacancies are identified on Richland County Boards and/or Commissions that require actions of County Council to fill, the Clerk assigned to advertise and process applications for these positions will notify the Executive Director and/or Chairman of the Board of the agency, Board or Commission either by telephone, e-mail or regular mail prior to posting the public announcement of the vacancy [PEARCE] – This item was referred to the Rules & Appointments Committee.

Council retain professional services to assist with the redistricting process [MANNING] – This item was referred to the A&F Committee.

Revisit Councilwoman Hutchinson's motion earlier this year to return \$5.00 to all citizens paying for garbage service as no action has been taken to resolve the issue of yard clippings and such being removed at a measured rate over a spectrum of time [MANNING] – This item was referred to the A&F Committee.

Staff is requested to review Richland County's current ordinance as it relates to animal ownership in Richland County to determine if there is a better way of controlling the amount of animals (pets) a person has in their possession in order to eliminate the possibility of some locations turning into uncontrolled breeding facilities or a facility for the collection of strays and unwanted animals [MALINOWSKI & KENNEDY] – This item was referred to the D&S Committee.

To have staff review the current Richland County Ordinance relating to abandoned homes and trailers and consider limiting the time they can remain in such a state prior to action(s) being taken by the Richland County and/or the courts [MALINOWSKI & KENNEDY] – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:30 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Kit Smith

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Lower Richland Sewer Update
- b. Employee Grievance
- c. Presentation of Budget Books

Richland County Council Request of Action

Subject

- a. Greater Greenville Area Harvest Hope Food Bank Grand Opening, October 26, 11 a.m., 2818 White Horse Road, Greenville
- b. Columbia Urban League's 43rd Annual Equal Opportunity Day Dinner, October 26, Reception: 6 p.m.; Dinner: 7 p.m., Columbia Metropolitan Convention Center, 1101 Lincoln St., Keynote Speaker: W. James "Jim" McNerney, Jr.
- c. Midland Technical College 5th Annual Oyster Roast & Shrimp Boil, October 28, 6-8 p.m., MTC Center of Excellence for Technology Patio
- d. Grand Opening of Main & Gervais, October 28, 5:30-7:30 p.m., 1221 Main St.
- e. 3rd Annual Benedict College Food and Wine Tasting "Appetite for Partnership", October 29, 5-7 p.m., Southern Wine and Spirits, 1600 Richland St.
- f. 24th Annual Columbia Mayor's Prayer Breakfast, November 11, 7-8:30 a.m., Columbia Metropolitan Convention Center, 1101 Lincoln St.
- g. Palmetto Richland Annual Luncheon - Available dates: Monday, October 25th, 12:00 noon; Tuesday, November 16th, 12:00 noon; or Monday, November 29th
- h. November and December Meeting Schedule

Richland County Council Request of Action

Subject

- a. Personnel Consultant Report

Richland County Council Request of Action

Subject

- a. Navigating from Good to Great - Courtney Herring, VP Public Policy

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$211,347 of General Fund Undesignated Fund Balance to Non Departmental for Grant Match Funds based on Attachment A
- b. Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters
- c. Rite Dose (formerly known as Holopack) Resolution to Approve Security Interest in Property

Notes

First Reading: September 7, 2010

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject

10-23MA
Cynthia South
RS-LD to RS-MD (8.18 Acres)
Brevard St. & Jefferson Allen Dr.
07306-05-15 & 07306-04-05/21/24 **[THIRD READING] [PAGE 22]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 07306-05-15 AND TMS # 07306-04-05/21/24 FROM RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICTS) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICTS); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 07306-05-15 and TMS # 07306-04-05/21/24 from RS-LD (Residential, Single-Family – Low Density District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: September 28, 2010
First Reading: September 28, 2010
Second Reading: October 5, 2010 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

10-24MA
Lexington Land Development Co., LLC
Benjamin E. Kelly, Jr.
HI to GC (1.65 acres)
Clemson Rd. & Farrow Rd.
17400-04-02/06/11 **[THIRD READING] [PAGE 24]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 17400-04-02/06/11 FROM HI (HEAVY INDUSTRIAL DISTRICTS) TO GC (GENERAL COMMERCIAL DISTRICTS); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 17400-04-02/06/11 from HI (Heavy Industrial District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: September 28, 2010
First Reading: September 28, 2010
Second Reading: October 5, 2010 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (B); so as to correct the section reference for the adopted flood insurance rate map **[THIRD READING] [PAGE 26]**

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SUBSECTION (B); SO AS TO CORRECT THE SECTION REFERENCE FOR THE ADOPTED FLOOD INSURANCE RATE MAP.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (b); is hereby amended to read as follows:

- (b) *Sketch (site) plans and plats to show flood limit lines as depicted on the current FIRM panel.* All sketch (site) plans for subdivisions and plats submitted for approval pursuant to this section shall be prepared by a registered engineer or licensed surveyor and shall contain a delineation of all flood lines and floodway boundary lines, as shown on the County's Flood Insurance Rate Map as adopted in Section ~~26-105~~ 26-106 (b).

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

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

SECTION IV. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Attest this the _____ day of
_____, 2010

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: September 28, 2010
First Reading: September 28, 2010
Second Reading: October 5, 2010 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$211,347 of General Fund Undesignated Fund Balance to Non Departmental for Grant Match Funds based on Attachment A [**THIRD READING**] [**PAGES 28-30**]

Notes

First Reading: September 7, 2010

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$211,347 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO NON DEPARTMENTAL FOR GRANT MATCH FUNDS BASED ON ATTACHMENT A.

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

SECTION I. That the amount of two hundred eleven thousand three hundred forty seven dollars (\$211,347) be appropriated to FY 2010-2011 Non Departmental. Therefore, the Fiscal Year 2010-2011 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 135,633,022
Appropriation of General Fund undesignated fund balance	<u>211,347</u>
Total General Fund Revenue as Amended:	\$ 135,844,369

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 135,633,022
Increase to Non Departmental – Grant Match:	<u>211,347</u>
Total General Fund Expenditures as Amended:	\$ 135,844,369

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

2011 Budget - County Match Entitlement/Formula Funds

Fund Source	Dept	PROJECT NAME	TOTAL PROJECT	AWARD	2011 County Match Cost	Status
Sheriff	1100201000	Hispanic Outreach Advocacy	62,972	47,229	15,743	Awarded
EMS	1100221000	DHEC EMS Grant in Aid	36,068	34,187	1,881	Awarded
Comm. Devel.		HUD Home Investment Yr 9	777,224	636,469	140,755	Pending
Court Admin	1100186000	Criminal Domestic Violence Court Yr 10 (STOP Violence Against Women)	110,830	83,122	27,708	Awarded
Airport	2170367800	Obstruction and Security Enhancements (FAA)	186,209	176,899	4,655	Awarded
			1,173,303	977,906	190,742	

2011 Budget - County Match General Grants

Fund Source	Dept	PROJECT NAME	TOTAL PROJECT	AWARD	2011 County Match Cost	Status
Court Admin	1100186000	JAG Video Conference				Not funded
Sheriff	1100201000	Bullet Proof Vest Partnership Prog.	20,000	10,000	10,000	Donation
Sheriff	1100201000	JAG - Crime Scene Unit Enhancement				Not funded
Sheriff	1100201000	JAG - Financial Crimes Investigations	106,457	101,134	5,323	Awarded
Sheriff	1100201000	JAG - Sexual Assault Investigations				Not funded
Sheriff	1100201000	JAG - Vehicle Replacement Project				Not funded
Sheriff	1100201000	JAG - Violent Fugitive Apprehension Team	105,645	100,363	5,282	Awarded
Coroner	1100240000	JAG Investigator/Prescription Drug Specialist	232,102	211,497	20,605	Not funded

Adjusted Total Match Request 211,347

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation **[SECOND READING] [PAGES 32-35]**

Notes

September 28, 2010 - The committee recommended that Council approve a budget amendment for the Renaissance Foundation from Hospitality Tax Fund Balance in the amount of \$100,000. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Hospitality Tax Budget Amendment

A. Purpose

County Council is requested to approve a budget amendment for the Renaissance Foundation from Hospitality Tax fund balance in the amount of \$100,000.

B. Background / Discussion

During the FY11 budget process, the Renaissance Foundation was approved to receive \$100,000 from Hospitality Tax funds. This budget amendment appropriates an additional \$100,000 to the Renaissance Foundation per the motion made at the June 16, 2009 Council meeting.

C. Financial Impact

This budget amendment would reduce Hospitality Tax fund balance by \$100,000 unless another funding source is identified.

D. Alternatives

1. Approve the budget amendment appropriating an additional \$100,000 of Hospitality Tax funds to the Renaissance Foundation.
2. Do not approve the budget amendment appropriating an additional \$100,000 of Hospitality Tax funds to the Renaissance Foundation.

E. Recommendation

It is recommended that Council approve \$100,000 for the Renaissance Foundation with the funding source being Hospitality Tax fund balance.

Recommended by: _____ Department: Administration Date: 08/01/2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 8/17/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 8/17/2010

✓ Recommend Council approval

Recommend Council denial

Item# 11

Attachment number 1
Page 1 of 4

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 9/8/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request is consistent with the action taken by the Council during the adoption of the FY 11 budget.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 HOSPITALITY
TAX ANNUAL BUDGET TO APPROPRIATE \$100,000 OF HOSPITALITY TAX
UNDESIGNATED FUND BALANCE TO THE RENAISSANCE FOUNDATION.

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

SECTION I. That the amount of one hundred thousand (\$100,000) be appropriated to the Renaissance Foundation. Therefore, the Fiscal Year 2010-2011 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 4,071,612
Appropriation of Hospitality Tax undesignated fund balance	<u>100,000</u>
Total General Fund Revenue as Amended:	\$ 4,171,612

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 4,071,612
Increase to Lump Sum Appropriation:	<u>100,000</u>
Total General Fund Expenditures as Amended:	\$ 4,171,612

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment [**SECOND READING**] [**PAGES 37-38**]

Notes

September 28, 2010 - The committee recommended that Council approve a budget amendment to the Board of Voter Registration Department budget for \$37,741 to cover part-time employment for the November 2, 2010 General Election. The vote in favor was unanimous.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$37,741 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO VOTER REGISTRATION FOR ADDITIONAL FUNDING OF PART-TIME EMPLOYMENT.

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

SECTION I. That the amount of thirty seven thousand seven hundred forty one dollars (\$37,741) be appropriated to FY 2010-2011 Voter Registration. Therefore, the Fiscal Year 2010-2011 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 137,182,595
Appropriation of General Fund undesignated fund balance	<u>37,741</u>
Total General Fund Revenue as Amended:	\$ 137,220,336

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 137,182,595
Increase to Voter Registration- Part-Time Employment	<u>37,741</u>
Total General Fund Expenditures as Amended:	\$ 137,220,336

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic **[PAGES 40-41]**

Notes

September 28, 2010 - The committee recommended that Council deny this request. The vote was in favor.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 HOSPITALITY TAX ANNUAL BUDGET TO APPROPRIATE \$11,500 OF HOSPITALITY TAX UNDESIGNATED FUND BALANCE TO THE PALMETTO CAPITAL CITY CLASSIC.

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

SECTION I. That the amount of eleven thousand five hundred (\$11,500) be appropriated to the Palmetto Capital City Classic. Therefore, the Fiscal Year 2010-2011 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 4,071,612
Appropriation of Hospitality Tax undesignated fund balance	<u>11,500</u>
Total General Fund Revenue as Amended:	\$ 4,083,112

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 4,071,612
Increase to Lump Sum Appropriation:	<u>11,500</u>
Total General Fund Expenditures as Amended:	\$ 4,083,112

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Item# 13

Attachment number 1
Page 1 of 2

ATTEST THIS THE ____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters **[PAGES 43-72]**

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

**AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12,
SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED,
THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX
AGREEMENT, BY AND BETWEEN RICHLAND COUNTY,
SOUTH CAROLINA, AND VERIZON WIRELESS, AS SPONSOR,
AND ONE OR MORE SPONSOR AFFILIATES, TO PROVIDE
FOR A FEE-IN-LIEU OF *AD VALOREM* TAXES INCENTIVE,
INCLUDING THE GRANT OF AN INFRASTRUCTURE CREDIT;
AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina desires to enter into a Fee Agreement (defined below) with Cellco Partners d/b/a Verizon Wireless (“Company”), as sponsor, and, if applicable, one or more sponsor affiliates (each, “Sponsor Affiliate”), to provide for payments of fees-in-lieu of *ad valorem* taxes (“FILOT” Payments”) for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (“Act”);

WHEREAS, as recited in the Memorandum of Understanding dated December 15, 2009 (“MOU”) between the County and the Company, the County and the Company desire to enter into a Fee Agreement (as defined in the Act), concerning the establishment of a facility in the County, which will consist of certain land, plant and buildings, and other improvements and machinery, apparatuses, equipment, and other personal property for the purpose of providing customer support and related activities (all of which constitute a project under the Act, collectively, “Project”);

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

WHEREAS, to induce the Company to locate the Project in the County, the County has agreed to charge FILOT Payments with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, the County has, by an Inducement Resolution adopted, on December 1, 2009 (“Resolution”), taken official action to identify the Project and approve the MOU for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, Richland County Council (“County Council”) has caused to be prepared and presented to this meeting the form of a Fee Agreement between the County and the Company, a copy of which is attached as Exhibit A;

WHEREAS, as further inducement to the Company, the County has agreed to include the Project in one or more multi-county business or industrial parks as provided for by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (collectively, “MCIP Law”);

WHEREAS, under the provisions of Sections 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 12-44-70 of the Act (collectively, “Infrastructure Law”), the Act and the MCIP

Law, the County is authorized to use revenues received from the FILOT Payments for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project;

WHEREAS, the Company has requested the County to use a portion of the FILOT Payments for the purpose of defraying the costs of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project (collectively, "Infrastructure"); and

WHEREAS, the County Council, based on information provided by the Company, having found that the Infrastructure will serve the County and, as a direct result of the Infrastructure's acquisition, assist the County in its economic development efforts by inducing the Company to locate the Project in the County, proposes to provide an Annual Special Source Revenue Credit (as defined in the Fee Agreement) against the FILOT Payments.

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

Section 1. Pursuant to the Act, particularly Section 12-44-40(H) and (I), based on information provided by the Company, the County Council makes the following findings:

- (a) The Project constitutes a "project" as that term is referred to and defined in Section 12-44-30 of the Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;
- (c) The purposes to be accomplished by the Project are proper governmental and public purposes;
- (d) It is anticipated that the cost of planning, designing, constructing and expanding the Project will require expenditures of not less than \$40 million;
- (e) The benefits of the Project to the public are greater than the costs to the public;
- (f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and
- (g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. The form and terms of the Fee Agreement, as Exhibit A, that is before this meeting is approved and all of the Fee Agreement's terms are incorporated in this Ordinance by reference as if the Fee Agreement was set out in this Ordinance in its entirety.

Section 3. Pursuant to Section 12-44-130 of the Act, the Company may request the addition of one or more Sponsor Affiliates to the Fee Agreement. Following each request, if the proposed Sponsor Affiliate agrees to be bound by the Fee Agreement, then following approval of the proposed Sponsor Affiliate by subsequent County Council resolution, the proposed Sponsor Affiliate shall be eligible for the benefits under, and become a party to, the Fee Agreement.

Section 4. The consummation of all transactions contemplated by the Fee Agreement is approved.

Section 5. The Chairman of the County Council is authorized and directed to execute the Fee Agreement, reflecting the terms of this Ordinance with other terms that are typical for these types of transactions in the County, subject to the approval of any revisions, which are not materially adverse to the County, by the County Administrator and the County Attorney, and the Clerk of the County Council is authorized and directed to attest the Fee Agreement; and the County Administrator is further authorized and directed to deliver the Agreement to the Company.

Section 6. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 7. 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 8. 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 9. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:

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

READINGS:

First Reading: July 20, 2010
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF FEE AGREEMENT

FEE AGREEMENT

BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA

AND

DATED AS OF

DRAFT

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2010, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), and _____ (the "Company" or "Sponsor").

WITNESSETH:

WHEREAS, to induce companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State, the County is authorized by Title 12, Chapter 44 (the "Fee Act"), Code of Laws of South Carolina 1976, as amended, (the "Code"), and the County is further authorized by Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Sections 4-1-175 of the Code and, by incorporation, Section 4-29-68 of the Code, the "Special Source Act") (such acts, together with the Fee Act, hereinafter collectively referred to as the "Act") to designate properties as part of a joint county industrial or business park (a "Multi-County Park") and to use all or a portion of the payments in lieu of taxes resulting from such designation to pay, or reimburse such companies for paying, the cost of infrastructure and improved or unimproved real estate used in the operation of a manufacturing enterprise ("Special Source Improvements"), all of which property serves the economic development of the County;

WHEREAS, pursuant to the Act, and based on factual representations by the Company to the County, the County finds that: (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, pursuant to a Resolution adopted on December 1, 2009 (the "Resolution"), the County agreed to make available to Company (under the Project name Pearl) benefits of certain programs, including a payment-in-lieu of taxes arrangement, in consideration of Company's agreement to invest in the County through the development, acquisition and installation of a facility to be located on Spears Creek Church Road, Columbia, South Carolina (the "Site") consisting of land, improvements, infrastructure, furnishings, fixtures and equipment for a national call and customer service center, all of which will constitute a project within the meaning of the Act (the "Project"); and

WHEREAS, pursuant to an Ordinance adopted on _____ (the “Ordinance”), the County Council authorized the County to enter into a Fee Agreement with the Company, which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof, and to provide credits against the payments in lieu of taxes with respect to the Project to reimburse Company for payment of the costs of certain Special Source Improvements related to the Project.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. Statutorily Required Recapitulation.

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

(b) **Recapitulation.**

1. Legal name of each party to this Fee Agreement:

Richland County, South Carolina

2. County and street address of the project and property to be subject to this Fee Agreement:

Richland County

Spears Creek Church Road
Columbia, South Carolina _____

3. Minimum investment agreed upon: \$40,000,000

4. Length and term of this Fee Agreement:

20 years

5. Assessment ratio applicable for each year of this Fee Agreement:
Project: 6%
6. Millage rate applicable for each year of this Fee Agreement:
Every year of the term: not more than 423 mils.
7. Schedule showing the amount of the fee and its calculation for each year of this Fee Agreement:
TBD
8. Schedule showing the amount to be distributed annually to each of The affected taxing entities:
Waived by the County and the Company
9.
 - (a) The Project is to be located in the multi-county park formed pursuant to Chapter 29 of title 4.
 - (b) Disposal of property subject to the Fee is allowed.
 - (c) Special source credits equal to ten (10) percent of the Company's total annual FILOT payments in each of the first ten (10) years of this Fee Agreement.
 - (d) Payment will not be modified using a net present value calculation.
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Fee Agreement which may affect the calculation of items (7) and (8) of this Recapitulation.
Waived by the County and the Company
11. Description of the effect upon the schedules in items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8):
Waived by the County and the Company
12. Which party or parties to this Fee Agreement are responsible for updating any information contained in this Recapitulation:
Company as to items 1 and 2. County and company as to all other Items.

SECTIONS 1.2. Rules of construction; use of Defined Terms. Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments or supplements to that document, unless the context clearly indicates otherwise.

SECTIONS 1.3. Definitions.

“Act” means, collectively Title 12, Chapter 44 of the Code, including the enhanced investment fee described therein, (the “Fee Act”) and Title 4, Chapter 1 of the code (the “Multi-County Park Act” or, as to Sections 4-1-175 of the Code and, by incorporation, Section 4-29-68 of the Code, the “Special Source Act”).

“Authorized Sponsor Representative” (1) shall in the case of the Company mean its President, one of its vice presidents, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary or any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County signed by its President, one of its vice presidents, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary and containing the specimen signature of each such person, and (2) shall in the case of American Fund mean one of its members or any person designated from time to time to act on behalf of American Fund as evidenced by a written certificate or certificates signed by one of its members furnished to the County and containing the specimen signature of each person. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Company or American Fund, as the case may be, with respect to different sections of this Fee Agreement.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Code” means Code of Laws of South Carolina 1976, as in effect on the date hereof as the same may be amended from time to time.

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

“Company” or “Sponsor” means _____, a [Partnership] corporation duly organized under the laws of the State of Delaware and authorized to transact business in South Carolina, and its successors and assigns. The Company is a Sponsor under the meaning of the Fee Act.

“County Council” means the County Council of the County.

“County” means Richland County, South Carolina, and its successors and assigns.

“County Administrator” means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“Documents” means the Resolution, the Ordinance, the Multi-County Park Agreement, the Ordinances enacted by the County Council to create the Multi-County Park and to add the site to the Multi-County Park and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, by and between the County and the Company.

“Fee Term” shall mean the duration of this Fee Agreement with respect to the Project as specified in Section 5.6 hereof.

“Investment Period” shall mean the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of 2016, provided that, if Company has invested or caused to be invested at least \$40,000,000 by the end of 2016, the Investment Period shall automatically be extended as provided in Section 3.2 hereof for the maximum investment period allowed by Section 12-44-30(13).

“Multi-County Park” means the joint county business and industrial park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project.

“Multi-County Park Agreement” means that certain Agreement for Development for Joint County Business and Industrial Park between the County and _____ County, South Carolina dated as of _____, to add the Project, and as amended, supplemented, or replaced from time to time.

“Ordinance” means the Ordinance adopted by the county on _____, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

“Project” shall mean: (i) land, buildings and other improvements at the Site, including water, sewage treatment and disposal facilities, air pollution control facilities, and all other machinery, apparatus, equipment, office facilities and furnishings which are considered necessary, suitable or useful by Company and (ii) any Replacement Property, all as measured in accordance with the provisions of Section 4.1 hereof.

“Replacement Property” means any property acquired or constructed after the Investment Period as replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.5 hereof.

“Resolution” shall mean the Resolution of the County Council adopted on December 1, 2009, committing the County to enter into the Fee Agreement.

“Site” means sites in the County at which Project property is located, and which Company utilizes pursuant to any fee or leasehold interest or other access arrangement, which Site is further described in Exhibit A hereto. The term “Site” shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit A; provided, that any requirement by the Company to provide such schedules or supplements with respect to future sites may be satisfied by Company’s identification of such future site on filings with DOR of forms SCDOR PT-300 or such comparable forms as DOR may provide in connection with projects subject to the Act.

“Special Source Credit” means the credits described in Section 5.2 hereof.

“Special Source Improvements” means, to the extent paid for by Company or used by Company pursuant to any lease, license or other access agreement, any infrastructure serving the economic development of the County and any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements used in the operation of a manufacturing enterprise in order to enhance the economic development of the County, all as set forth in the Act. For purposes of this Agreement, Special Source Improvements shall be deemed to include without limitation all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as any land comprising the Site, the buildings, fixtures and other real property improvements at the site, and any additions or improvements to any of the foregoing.

“State” means the State of South Carolina.

SECTION 1.4. *References to Code Sections.* References herein to titles, Chapters or Sections, except for references to Sections of this Fee Agreement or where the context clearly requires otherwise, refer to Section of the Code of Laws of south Carolina 1976, as amended.

ARTICLE II

LIMITATION OF LIABILITY; EXCEPTION FROM *AD VALOREM* TAXES

SECTION 2.1. *Limitation of Liability.* Any obligation which the county may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the documents.

SECTION 2.2. *Exemption From Ad Valorem Taxes.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, is the basis upon which the company has entered into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as it necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the county in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on factual representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property, comprising the Project shall be considered economic development property under the Act.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors’ rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) If investment in the Project aggregates at least \$40,000,000 on or before the last day of 2016, the County hereby pre-approves, consents to, and grants the Company the maximum extension of the Investment Period in accordance with and up to any limits now or hereafter permitted under Section 12-44-30 of the Act, for investments in excess of the statutory minimum(s).

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is authorized to transact business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, or will, to its knowledge, conflict with or result in a material breach of any of the material, terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the company wherein an unfavorable decision, ruling or finding would materially adversely affect the Company's obligations hereunder or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the execution, delivery, and performance by the Company of the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT AND SPECIAL SOURCE IMPROVEMENTS

SECTION 4.1. *The Project.* Company has acquired and/or installed or made plans for the acquisition and/or installation of certain machinery, equipment and other real and personal property which comprise the Project. The parties agree that Project property shall consist of such property as may be identified by Company or other entities leasing or licensing such property to Company in connection with annual filings with the DOR of an SCDOR PT-300 or comparable property tax or fee in lieu of tax forms, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period and, with respect to Replacement Property each year thereafter during the term of this Fee Agreement.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service at any time under this Fee Agreement, but such property will

only qualify as economic development property under the Act if it is placed in service during the Investment Period, including any extension period, or is Replacement Property.

All investment in the Project by the Company and any of its affiliates or subsidiaries and by any third party to the extent that the Company or any of its affiliates or subsidiaries utilizes the assets funded by such third party pursuant to lease or other access arrangement shall count toward any investment requirement specified in this Fee Agreement and shall be entitled to the benefits of the Payment-in-Lieu-of-Tax arrangements specified in Section 5.1 hereof.

SECTION 4.2. *Diligent Completion.* The Company agrees to use reasonable efforts to cause the acquisition and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition and/or installation of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

SECTION 4.4. *Special Source Improvements.* The Company agrees to provide or cause to be provided funding for the Special Source Improvements related to the establishment of the Project.

SECTION 4.5. *Reports, Filings.* The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof. In addition, the Company shall provide the County Auditor, County Attorney and County Economic Development Director, with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. At the time of such annual filings, the Company shall also advise the County's Economic Development Manager of its plans for future investment and job creation, provided, however, that the County's Economic Development Manager shall preserve the confidentiality of such information absent written agreement from the Company for the release thereof.

ARTICLE V

PAYMENTS-IN-LIEU-OF TAXES; SPECIAL SOURCE CREDITS

SECTION 5.1 *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In

accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make or cause to be made annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or DOR for *ad valorem* taxes. Such amounts shall be calculated and payable as follows:

(a) Except as provided below, the Company has agreed to make or cause to be made annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using (i) an assessment ratio of 6.0% for all real and personal property; (ii) a millage rate of 423, which is lower of: (A) the legally levied cumulative property tax millage rate applicable to the Site on June 30 of the year preceding the calendar year in which this Fee Agreement is executed; or (B) the legally levied cumulative property tax millage rate applicable to the site on June 30 of the calendar year in which this Fee Agreement is executed; and (iii) a fair market value estimate determined by the DOR for real and personal property according to the Act.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to *ad valorem* taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the property tax year following the Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall include in the calculation of Payments pursuant to paragraphs (a), (b) and (c), above for a period not exceeding 20 years following the year in which such property was placed in service, or the maximum period of years now or hereafter allowed by law, whichever is longer.

SECTION 5.2 *Special Source Credits.*

(a) As reimbursement for Company's investment in Special Source Improvements related to the Project and subject to the requirements of the Act and Section 5.7 hereof. The County agrees that Company shall be entitled to Claim Special Source Credits against each of the first ten (10) annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to ten percent (10%) of each such annual Payments-in-Lieu-of-Taxes. In accordance with the Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source

Improvements funded in connection with the Project from time to time during the Investment Period by or on behalf of Company.

(b) Company shall claim such Special Source Credit by filing with the County Administrator and the County Auditor, at the time it makes its annual Payment-in-Lieu-of-Taxes, an annual Special Source certification showing the amount of aggregate investment in the Project and Special Source Improvements and the calculation of the Special Source Credits, substantially in the form of **Exhibit B** hereto. The amount of such annual Special Source Credit shall be paid by the County to or to the order of the Company within 45 days following receipt of all Payments-in-Lieu-of-Taxes then due and owing. THE SPECIAL SOURCE CREDITS AUTHORIZED HERE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE AN OBLIGATION PAYABLE SOLELY FROM THE PAYMENTS-IN-LIEU-OF-TAXES RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

SECTION 5.3. Multi-County Park Designation. The County will designate the Project as part of a Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period and which facilitate the Special Source Credit arrangements set forth herein.

SECTION 5.4. Commensurate Benefits. The parties acknowledge the intent of this Fee Agreement, in part, is to afford Company the benefits specified in this Article V in consideration of Company's decision to locate the Project within the County and this Fee Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Fee Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, the at the request of the Company, the County agrees to use its best efforts to extend to Company the intended benefits of this Fee Agreement and agrees, if requested, to enter into a Multi-County Industrial Park with a special source revenue credit which is commensurate to the benefits which would otherwise accrue under this agreement.

SECTION 5.5. Disposal of Property; Replacement Property.

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property or portion thereof, pursuant to

this Section 5.5. Subject to the provisions of Section 5.7 with regard to maintenance of statutory minimum qualifying investment, and this Section 5.5 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.5.

(b) Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.5(a) hereof to the fullest extent allowed by law. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced.

SECTION 5.6. *Fee Term.* The applicable term of this Fee Agreement shall be measured from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.0 hereof.

SECTION 5.7. *Failure to Achieve Minimum Investment Requirement or Act Minimum Investment Requirement.*

(a) In the event that Company fails to acquire or cause to be acquired Project property (without regard to depreciation) amounting to at least \$40,000,000 by the end of the Investment Period, but the level of investment exceeds the minimum capital investment required to qualify for the enhanced investment under Section 12-44-30(7), this Fee Agreement, including particularly Sections 5.1 and 5.2 hereof, shall remain in full force.

(b) If Company fails to acquire to cause to be acquired economic development property at a cost which exceeds the minimum capital investment required to qualify for the enhanced investment under Section 12-44-30(7), but the level of investment qualifies for standard Payments-in-Lieu-of-Taxes under the Act, the assessment ratio for calculation of the Payments-in-Lieu-of-Taxes shall equal 6%. In such event, the Company shall pay the County an additional amount equal to savings from the time the Payment-in-Lieu-of-Taxes was made to that point in time (that is, the difference between the fee amount paid by Company and the amount which would have otherwise been due in the case of an assessment ratio equal to 6%) by the date the Payments-in-Lieu-of-Taxes are due for the then current property tax year. If the aggregate investment in the Project at the end of the Investment Period is greater than \$15,000,000, but less than \$25,000,000, the Fee assessment ratio shall increase to 7% and the Special Source Credits shall be reduced prospectively to twenty-five percent (25%) of the annual Payment-in-Lieu-of-Taxes with respect to the Project. If the aggregate investment in the Project at

the end of the Investment Period is less than \$15,000,000, this Fee Agreement and the Special Source Credits shall be terminated prospectively.

(c) If Company fails to acquire or cause to be acquired economic development property at a cost which exceeds the minimum capital investment required to qualify for standard Payments-in-Lieu-of-Taxes under the Act, this Fee Agreement shall terminate as to such entities failing to meet the minimum investment level. In such event the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts and other political units as if the items of property comprising the economic development property were not economic development property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to Company in such a case, through and including the end of the Investment Period over (ii) the total amount of payments in lieu of *ad valorem* taxes made by Company with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be due pursuant to the foregoing sentence shall be subject to any interest as may be required by the Act.

(d) Notwithstanding anything herein to the contrary, including without limitation, the provisions of Section 9.2 hereof, the remedies stated in this Section 5.7 shall be the County's sole remedies for failure to meet any required investment level.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of the Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) All rights and privileges granted to either party under this Fee Agreement or any other Document shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) The County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) The Company will maintain the identity of the Project as a "project" in accordance with the Act and this Fee Agreement.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that Company may have and maintain at the Project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associates therewith, in either case, unless they shall comply with the remaining provisions of this Section, or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and providing prompt notice thereof to the Company. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associates therewith, Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure required.

SECTION 8.2. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Fee Agreement to any Company affiliates and to any transfer or assignment of any or all of such interest among such affiliates. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act. Notwithstanding any provision of this

Section to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that such approval may be provided by a letter or other writing executed by the Chair of County Council or the County Administrator, and each of these two officials are hereby expressly authorized to provide such consent on behalf of the County. If notwithstanding the foregoing sentence, the Company elects to obtain additional action by County Council indicating such consent, a resolution passed by County Council shall be sufficient to indicate such additional County Council consent.

SECTION 8.3. *Payment of Legal Expenses.* The Company will reimburse the County from time for the reasonable and necessary expenses, including reasonable attorney's fees at the hourly rates which are standard for the applicable legal services to the County, incurred by the County with respect to the Project and the negotiation, approval, and administration of this Fee Agreement within 45 days after receiving written notice from the County specifying the nature of such expenses and requesting the payment of the same. The total amount of reimbursable legal expenses shall not exceed \$10,000.00.

The County affirms that it will not charge the Company out-of-pocket expenses in connection with the administration of this Fee Agreement or any service fees in connection herewith.

SECTION 8.4. *Performance of Obligations by Related Entities.* The County hereby acknowledges and agrees that any payment or other obligation of the Company contained may be performed by any entity related to the Company or by any entity which provides portions of the Project to the Company or any entity related to the Company through lease, license or other arrangement, performance of such obligation by such other entities in accordance with the terms hereof shall satisfy such obligation and relieve the Company of such performance. Nothing herein shall be construed to release the Company of any of its obligations except to the extent of such payment or performance.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make or cause to be made any Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof) and such failure shall continue for a

period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event or Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; act of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Document or the transactions described in the Documents shall have been false or misleading in any material respect.

Anything herein to the contrary notwithstanding, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Fee Agreement, but may terminate certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in Section 5.7 hereof.

SECTION 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least 30 days written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49; Title 12, Chapter 51; or any other statutory provision for tax collection of property taxes (the “Tax Statute”) and the Act relating to the enforced collection of taxes. The County’s right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Acts and Chapters 4 and 54 of Title 12 of Code of laws of South Carolina 1976, as amended. Notice of failure to make the required Payments-in-Lieu-of-Taxes made in accordance with the Tax Statute shall constitute notice for purposes of Section 9.1(a) hereof.

Each right, power, and remedy of the County or the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or the Company of any one or more of the

rights, powers or remedies provided for in the Fee Agreement nor or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or the Company of any or all such other rights, powers or remedies.

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTIONS OF THE COMPANY

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or, if the termination is of the entire Project, then within 120 days of termination.

SECTION 10.2. *Damage or Destruction of Project.*

(a) **Election to Terminate.** In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) **Election to Rebuild.** In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. Subject to the provisions of the Fee Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under the Fee Agreement.

(c) **Election to Remove.** In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

SECTION 10.3 *Condemnation*

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) **Partial Taking.** In the event of a partial taking of the Project or a transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE XI

MISCELLANEOUS

Section 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently noticed of any change of address in accordance with this Section 11.1:

As to the Company:

with a copy to:

and a copy to:

If to the County:

Richland County, South Carolina
Attention: County Administrator

and a copy (which shall not constitute notice) to:

and a copy (which shall not constitute notice) to:

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) by certified mail, three (3) business days after delivery to the U.S. Postal Authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4.

SECTION 11.4. *Payments due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly,

except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with *ad valorem* taxes.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may, at the County's option, be provided by a resolution of County Council. The Chair of the County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.10. *Further Assurance.* From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

SECTION 11.11. *Prior Agreements Cancelled.* This Fee Agreement and the other Documents shall completely and fully supersede all other prior arrangements, both written and oral, between the County and the Company relating to the Project. Neither the County nor the Company shall hereafter have any rights under such prior agreements but shall look solely to this Fee Agreement and the other Documents for definitions and the determination of all of their respective rights, liabilities, and responsibilities relating to the Project.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA
and _____, each pursuant to due authority, have duly
executed this Fee Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk to Richland County Council

[Name of Company]

By: _____

Name: _____

Its: _____

DRAFT

EXHIBIT B

CERTIFICATION OF INVESTMENT FOR SPECIAL SOURCE CREDITS

Reference is made to that certain Fee Agreement dated as of _____, 2010, (the "Agreement") between _____, a corporation organized and existing under the laws of the State of _____ (the "Company") and RICHLAND COUNTY, SOUTH CAROLINA (the "County"). Each capitalized term used herein and not otherwise defined herein shall have the same meaning ascribed to such term in the Agreement.

In accordance with Section 5.2 of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. Pursuant to Section 4.1 of the Agreement, the Company has covenanted to establish the Project within the County prior to the end of the Investment period. The Investment Period expires on December 31, 2016, or if extended as provided in Section 3.2 of the Agreement, on December 31, 2016. To date, the Company has invested \$ _____ at the Project.
2. Pursuant to Section 5.2 of the Agreement, Company is entitled to claim Special Source Credits against each of the first ten (10) annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to ten percent (10%) of each annual Payment-in-Lieu-of-Taxes in order to reimburse Company for the costs of Special Source Improvements funded by or on behalf of Company.
3. Company has to date expended, or caused to be expended in the aggregate not less than \$ _____ upon Special Source Improvements ("Reimbursable Costs"), and Company has heretofore claimed an aggregate of \$ _____ in Special Source Credits ("Prior Credits"), leaving \$ _____ in funding for Special Source Improvements not heretofore reimbursed through Special Source credits ("Remaining Reimbursable Costs").
4. The property tax notice(s) for tax year _____ provided by the County Auditor with respect to the Project specifies that the Payments-in-Lieu-of-Taxes due with respect to the Project from Company and all entities leasing portions of the Project to Company or otherwise providing access to portions of the Project to Company on _____ total \$ _____.
5. Company is entitled to Special Source Credit calculated as follows:

Total FILOT Payments

X 10% Credit

= Potential Credit of

Less

(Excess, if any, of Potential Credit \$ _____ over
Remaining Reimbursable Costs of \$ _____)

= Allowable Credit of \$ _____

6. The Special Source Credits specified in this certificate for Property Tax Year _____, together with all Special Source Credits heretofore claimed pursuant to the Agreement, do not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by Company and other entities investing in the Project.

7. The amount due to Company as an allowable Special Source Credit, is \$ _____. The Company hereby directs the County to pay such amount by check/wire transfer as follows:

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of _____, 2010.

[Name of Company]

By: _____

Name: _____

Its: _____

Richland County Council Request of Action

Subject

Rite Dose (formerly known as Holopack) Resolution to Approve Security Interest in Property **[PAGES 74-95]**

A RESOLUTION

AUTHORIZING THE EXECUTION AND DELIVERY OF CONSENT, SECURITY, SUBORDINATION AND MORTGAGE AGREEMENTS WITH MADISON CAPITAL FUNDING, LLC, AS AGENT, IN CONNECTION WITH A FINANCING ARRANGEMENT INVOLVING (i) THE RITEDOSE CORPORATION, A LESSEE UNDER A FEE-IN-LIEU-OF-TAXES LEASE AGREEMENT WITH THE COUNTY AND (ii) TRC PROPCO, INC., A LESSEE UNDER A SEPARATE FEE-IN-LIEU-OF-TAXES LEASE AGREEMENT WITH THE COUNTY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina ("County") and The Ritedose Corporation (formerly known as Holopack International Corp.) ("TRC") are parties to a fee-in-lieu of taxes ("FILOT") arrangement under Title 4, Chapter 12, Code of Laws of South Carolina 1976, as amended, in connection with which (i) a December 21, 1995 Inducement and Millage Rate Agreement, as amended (the "Inducement Agreement") was entered into, (ii) the County received title to certain real and personal property (the "Leased Facilities"), and (iii) a December 1, 1996 Lease Agreement (the "Original Lease") was entered into concerning the Leased Facilities;

WHEREAS, the County and TRC are also parties to a FILOT arrangement under Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended, in connection with which the County and TRC entered into an October 1, 2004 Fee Agreement (the "Original Fee Agreement") concerning certain additional real and personal property (the "Fee Facilities" and together with the Leased Facilities collectively the "Facilities");

WHEREAS, on March 14, 2007, TRC entered into a sale lease-back transaction (the "2007 Transaction") with Holo (SC) QRS 16-91, Inc. ("Holo"), pursuant to which TRC transferred to Holo all interests in real property and improvements, and certain personal property (collectively, the "Transferred Property"), comprising part of the Facilities;

WHEREAS, pursuant to the 2007 Transaction and certain assignment agreements (the "2007 Assignment Agreements"), (i) TRC transferred to Holo all of the rights, title, interests and obligations in, to and under the Original Lease to the full extent of TRC's interest in the Transferred Property (including without limitation any and all reconveyance rights under the Original Lease in and to the Transferred Property); (ii) TRC transferred to Holo the terms of the Inducement Agreement applicable to the Original Lease to the full extent of the TRC's interest in the Transferred Property; (iii) Holo became TRC's successor as lessee under the Original Lease with respect to the Transferred Property and revised and restated the Original Lease with respect to the Transferred Property pursuant to the Revised and Restated Lease Agreement between the County and Holo dated as of March 14, 2007 (the "Holo Revised Lease"); and (iv) TRC remained lessee under the Original Lease with respect to all property comprising the Leased

Facilities other than the Transferred Property, and revised and restated the Original Lease with respect to all of the Leased Facilities other than the Transferred Property pursuant to the Revised and Restated Lease Agreement between the County and TRC dated as of March 14, 2007;

WHEREAS, further pursuant to the 2007 Transaction and 2007 Assignment Agreements, (i) TRC transferred to Holo all of the rights, title, interests and obligations in, to and under the Original Fee Agreement to the full extent of TRC's interest in the Transferred Property, (ii) Holo became TRC's successor under the Original Fee Agreement with respect to the Transferred Property and revised and restated the Original Fee Agreement pursuant to the Revised and Restated Fee Agreement between the County and Holo dated as of March 14, 2007 (the "Holo Revised Fee Agreement"); and (iii) TRC remained a party under the Original Fee Agreement with respect to all property comprising the Fee Facilities other than the Transferred Property, and revised and restated the Original Fee Agreement with respect to all of the Fee Facilities other than the Transferred Property pursuant to the Revised and Restated Lease Agreement between the County and TRC dated as of March 14, 2007;

WHEREAS, each of the Revised Fee Agreements was further amended as of December 16, 2008 to extend their respective investment periods and to add a parcel of real property within the definition of Real Property therein;

WHEREAS, on July 20, 2009, Holo entered into a sale transaction (the "2009 Transaction") with TRC Propco, Inc. ("TRC Propco"), pursuant to which Holo transferred to TRC Propco all its interests in the Transferred Property;

WHEREAS, pursuant to the 2009 Transaction and certain assignment agreements (the "2009 Assignment Agreements"), (i) Holo transferred to TRC Propco all of the rights, title, interests and obligations in, to and under the Holo Revised Lease; (ii) Holo transferred to TRC Propco the terms of the Inducement Agreement applicable to the Holo Revised Lease; and (iii) TRC Propco became Holo's successor as lessee under the Holo Revised Lease and further revised and restated the Holo Revised Lease pursuant to the Revised and Restated Lease Agreement between the County and TRC Propco dated as of July 20, 2009

WHEREAS, further pursuant to the 2009 Transaction and the 2009 Assignment Agreements, (i) Holo transferred to TRC Propco all of the rights, title, interests and obligations in, to and under the Holo Revised Fee Agreement, and (ii) TRC Propco became Holo's successor under the Holo Revised Fee Agreement and further revised and restated the Holo Revised Fee Agreement pursuant to the Revised and Restated Fee Agreement between the County and TRC Propco dated as of July 20, 2009;

WHEREAS, TRC and TRC Propco now desire to enter into a financing arrangement (the "Financing Transaction") with certain financial institutions, as lenders, and Madison Capital Funding, LLC, in its capacity as Agent for such financial institutions, and such financial institutions require that the County enter into certain Consent, Subordination, Security and Mortgage Agreements (the "Subordination Agreements") in connection with the Financing Transaction and the County has agreed to enter into the Subordination Agreements.

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

SECTION 1. The County hereby expressly authorizes, ratifies and approves the Financing Transaction and the Subordination Agreements.

SECTION 2. Each of the Chair and Vice-Chair of County Council and the County Administrator be, and each hereby is, authorized and directed, in the name and on behalf of the County, to execute documents evidencing the County's consent to the Financing Transaction and to execute the Subordination Agreements in substantially the form presented to this County Council together with such changes or amendments thereto and related documents as may be approved by the County Attorney, and the Clerk to County Council is hereby authorized and directed to affix thereto the seal of the County and to attest all such documents.

SECTION 3. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.

SECTION 4. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of these sections, phrases and provisions hereunder.

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

SECTION 6. The County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting any ordinances and resolutions required by this resolution or the Financing Transaction or the Subordination Agreements.

[Remainder of page intentionally left blank.]

Done in meeting duly assembled this 19th day of October, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

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

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

~#4828-8056-5511 v.2~

CONSENT, SUBORDINATION, SECURITY AND MORTGAGE AGREEMENT

THIS CONSENT, SUBORDINATION, SECURITY AND MORTGAGE AGREEMENT (including fixture filing) (this “Agreement”) is made as of the ___ day of _____, 2010, by RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), whose address is 2020 Hampton Street, Columbia, South Carolina 29202; and TRC PROPCO, INC., a Delaware corporation (the “Borrower”), whose address is c/o Olympus Partners, Metro Center, One Station Place, Stamford, Connecticut 06902; to and for the benefit of MADISON CAPITAL FUNDING, LLC, in its capacity as Agent for the financial institutions from time to time party to the Credit Agreement referred to below as Lender thereunder (in such capacity, the “Lender”).

RECITALS:

WHEREAS, the County is the owner in fee simple of certain real property located in Richland County, South Carolina, more particularly described on **Exhibit A** attached hereto (the “Land”), certain current and future structures, buildings and improvements located or placed, or to be located or placed, on the Land (the “Improvements”), and certain current and future furniture, furnishings, fixtures, goods, equipment, inventory or personal property located on, attached to or used in and about, or to be located or attached to or used in or about, the Improvements, including, but not limited to, machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and fixtures and appurtenances thereto, and other goods and chattels and personal property used or furnished in operating the Improvements, or the activities conducted therein, and building materials and equipment situated on or about the Land or Improvements, and warranties and guaranties relating thereto, and additions thereto and substitutions and replacements therefor (the “Personal Property”, and together with the Land and Improvements, collectively, the “Property”);

WHEREAS, the County and the Borrower are parties to that certain Revised and Restated Lease Agreement by and between the County, as lessor, and Borrower, as lessee, dated July 20, 2009, which lease agreement revises and restates the Lease Agreement originally dated December 1, 1996, recorded in Deed Book D-1355 at Page 343 in the office of the Richland County Register of Deeds, as revised and restated in the Revised and Restated Lease Agreement dated March 14, 2007, recorded in Deed Book 1292 at Page 2567 in the office of the Richland County Register of Deeds (together with all other amendments, modifications, supplements, renewals and replacements thereof, collectively, the “Ground Lease”); and

WHEREAS, pursuant to a certain Credit Agreement (such credit agreement, together with any and all amendments, modification, supplements, renewals and replacements thereof, the “Credit Agreement”), among the Borrower, certain affiliates of the Borrower, the Agent and the financial institutions from time to time party thereto as Lender thereunder (the Credit Agreement and all other agreements, documents and instruments executed and/or delivered from time to time pursuant thereto, in each case together with any and all amendments, modifications, supplements, renewals and replacements thereof, herein referred to, collectively, the “Credit

Documents”), the Agent and such financial institutions have agreed, on the terms and subject to the conditions set forth therein, to make certain loans and other extensions of credit to and for the account of the Borrower (collectively, the “Loan”); and

WHEREAS, the Credit Documents are secured by, inter alia, a Fee and Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (such mortgage, together with any and all amendments, modifications, supplements, renewals and replacements thereof, “Mortgage”) which encumbers, among other things, Borrower’s interest in the Property; and

WHEREAS, as a requirement to making the Loan, Lender requires, among other things, that the County, as the fee simple title holder of the Property and any reversionary rights to the leasehold estate under the Ground Lease, consent to the Loan and Mortgage, grant a security interest in the Property to Lender, and subordinate to the Mortgage and grant a mortgage lien on any and all right, title and interest it may have in and to the Ground Lease and the Property to the extent stated in this Agreement;

NOW, THEREFORE, in consideration of the premises, the covenants, agreements and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which by each party hereto is hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Warranty of Title. The County represents and warrants to Lender that it received title to the Property by Quit-Claim Deed dated December 1, 1996, and the County has the right to enter into and perform its obligations under this Agreement.
3. Consent, Subordination and Mortgage. The County, for and in consideration of the aforesaid Recitals, in order to accommodate the Borrower's request in connection with the Loan and to secure the prompt and complete payment, performance and observance by Borrower of the Loan and all covenants and conditions contained in the Credit Documents and Mortgage, and other valuable consideration to the County, the receipt and sufficiency whereof is hereby acknowledged, **subject to any and all terms and conditions set forth herein**, by these presents does hereby grant, bargain, sell, release, mortgage, hypothecate, pledge, set over and transfer unto the Lender, and the Lender’s successors and assigns, the Property; **TOGETHER** with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining thereto in any manner. **TO HAVE AND TO HOLD**, all and singular the said premises unto the Lender, its successors and assigns, forever. The Mortgage covers fixtures and is effective as a financing statement for current and future fixtures. The County further subjects and subordinates any and all right, title and interest it may have in and to the Ground Lease and the Property to the Mortgage, and grants and conveys to Lender a security interest in any and all right, title and interest the County may have in the Ground Lease and the Personal Property as security for the prompt and complete payment, performance and observance of Borrower of the Loan and all covenants and conditions contained in the Credit Documents and Mortgage. Upon the occurrence of an Event of Default under the Credit Agreement and/or the

Mortgage (as defined therein), Lender shall have all available rights and remedies under the laws of the State of South Carolina, including, without limitation the right to foreclose the lien of this Agreement by judicial proceeding. Nothing in this Agreement shall impair or subordinate any of the County's rights and remedies with regard to fee-in-lieu of property tax payments under South Carolina Code Section 4-12-30(O) or other rights or remedies under the Ground Lease except as specifically stated in this Agreement.

4. Exculpation of County. By accepting this Agreement, Lender acknowledges and agrees that the County has executed this Agreement for the sole purposes set forth herein and that the County has not agreed to assume or incur any personal obligation for the payment of the obligations secured by the Mortgage or any personal obligation for the payment of any money or the performance under the Mortgage. The County further disclaims (a) any knowledge as to the truth or accuracy of any recital or statement of fact contained in the Mortgage, (b) any liability, responsibility or obligation with respect to any representation, duty, agreement, covenant or obligation (whether for the payment of money or otherwise) in the Mortgage, and (c) any duty to aid or assist in the enforcement of any rights of the Lender, or its successors or assigns, under the Mortgage. The County and its officers, directors, successors or assigns, shall not be personally liable for the payment of the Loan or performance of the terms and conditions of the Mortgage, or any representations, warranties or covenants contained in the Mortgage, and no personal money judgments shall be asserted against the County or its officers, directors, successors and assigns, provided this limitation of liability shall not prejudice the right of the Lender to enforce the Mortgage or any other security given for the payment of the Loan or to enforce its remedies under the Mortgage and under any other security given for payment of the Loan including joining the County in any legal proceedings to enforce the Mortgage or sell the Property or to enforce its remedies at law, provided such joinder is for the purpose of enforcing the Mortgage or enforcing the remedies hereunder and not for the purpose of seeking a personal money judgment against the County, its officers, directors, successors and assigns.

5. Certifications.

a. The County hereby certifies that (i) the Ground Lease contains the entire agreement between the parties thereto with respect to the leasing of the Property and is in full force and effect; (ii) Borrower has full right and authority under the Ground Lease to mortgage and grant a security interest in its interest in the Property; (iii) all FILOT Revenues (as such term is defined in the Lease), rent, additional rent and other charges to be paid to the County under the Ground Lease are current; (iv) no notice has been sent by the County to Borrower thereunder of any default under the Ground Lease which remains uncured; (v) to the best of its knowledge, Borrower is not now in default under the Ground Lease; (vi) the initial term/current extension term of the Ground Lease shall expire on December 31, 2027, (vii) neither the County nor, to the best of its knowledge, Borrower has assigned the Ground Lease or sublet the Property, except as set forth on **Exhibit B**; (viii) the County has not assigned, conveyed, transferred, sold, encumbered or mortgaged or granted any option with respect to its interest in the Ground Lease or the Property and to the best of County's knowledge, there are currently no mortgages, deeds of trust or other security interests encumbering the County's fee interest in the Property and to the best of County's knowledge, no third party has an option or preferential right to purchase all or any part of the Property; and (ix) the County has not received written notice of any pending

eminent domain proceedings or other governmental actions or any judicial actions of any kind against the County's interest in the Property.

b. To the best of its knowledge, the County hereby certifies that, notwithstanding any provisions in the Ground Lease to the contrary, all conditions contained in the Ground Lease precedent to the execution and deliverance of the Mortgage have been conclusively performed and discharged or waived by the party to whose benefit said conditions inure, and no provisions of the Mortgage are contrary to the provisions of the Ground Lease regarding the subordination of the lessor's interest in the Ground Lease and the mortgaging of the Borrower's interest in the Property or, if there are, the provisions of the Mortgage shall govern.

6. Agreements.

a. The County acknowledges that, pursuant to the Mortgage, the Borrower has agreed not to assign, sublet or otherwise transfer its interest in the Ground Lease to any other party, and it agrees that it will not consent to an assignment, sublet or other transfer of the Borrower's interest in the Property while the Loan remains in effect without the written consent of Lender.

b. The County acknowledges that, pursuant to the Mortgage, the Borrower has mortgaged, granted and assigned to Lender all of the Borrower's right to amend, cancel, modify, alter or surrender the Ground Lease, and agrees that the Ground Lease will not be amended, altered, cancelled, modified or surrendered while the Loan remains in effect without the written consent of Lender. Any amendment or modification entered into without the Lender's consent shall not be valid against Lender or any of Lender's successors or assigns.

c. The County acknowledges and agrees that Lender may, without affecting the validity or enforceability of this Agreement, extend the time of payment or increase the amount of all or any part of the Loan, otherwise modify any of the terms or conditions thereof, or make additional loans which may be secured by the Mortgage and which shall be deemed to be part of the Loan referenced herein, without the consent of the County and without giving notice thereof.

d. Upon Lender's written request, the County agrees that, in the event of the expiration or termination of the Ground Lease for any reason, the County shall recognize the rights of any tenant of Borrower in the Property and shall not disturb said interests as created by leases and subleases between Borrower and such tenants.

e. The County acknowledges that pursuant to the Mortgage, the Borrower has assigned to Lender its option to purchase the Property as set forth in the Ground Lease (the "Purchase Option"). The County hereby consents to such assignment and acknowledges and agrees that no exercise of the Purchase Option by Borrower shall be effective unless Lender's written consent thereto has been given. Additionally, Borrower hereby irrevocably directs the County, and the County hereby agrees, that upon notice from Lender that an Event of Default has occurred under the Mortgage and that Lender is electing to exercise the Purchase Option, the

County shall transfer the Property to Lender in accordance with the Ground Lease without the necessity of obtaining any further consent from Borrower.

f. The County agrees that any delivery of a deed or assignment of the Ground Lease pursuant to foreclosure proceedings, or by deed or assignment in lieu of foreclosure or otherwise to Lender or to any successors or assigns of Lender (including, without limitation, any purchaser of the leasehold estate in and to the Property upon or following a foreclosure of the Mortgage (or delivery of a deed or assignment of the Ground Lease in lieu of foreclosure)) shall not be subject to the prior written consent of the County, and in the event Borrower's interest under the Ground Lease is so assigned to Lender or to any successors or assigns of Lender (as applicable, the "Assignee"), such Assignee shall have the right to further assign the tenant's interest in the Ground Lease without the need to obtain the consent of the County.

7. Right to Cure Defaults. In the event of a default by the Borrower of any term under the Ground Lease, of which default the County has actual knowledge, the County shall give notice of such breach to the Lender. Upon any default, the Lender shall have whatever rights are provided to the Borrower, under the Ground Lease, to cure plus an additional fifteen (15) days, and the Lender's actions to cure shall have the same effect, under the Ground Lease, as if taken by the Borrower.

8. Lender's Obligations. Nothing in this Agreement and no action taken by Lender to enforce any provision of the Ground Lease shall be deemed or construed to constitute an agreement by Lender to perform or assume any covenant of Borrower under the Ground Lease. Without limiting any of the County's rights against the Borrower under the Ground Lease, in the event the Lender succeeds to Borrower's interest, Lender shall not be liable for any past due monetary obligations under the Ground Lease, shall only be liable for any damage or other relief attributable to any act or omission occurring during the Lender's period as the holder of the tenant's interest under the Ground Lease and Lender shall only be responsible for representations, warranties and covenants of the Borrower to the extent that such representations, warranties and covenants apply to the Property and relate to the use of the Property during the Lender's period of possession of the Property.

9. Property Use. In the event Lender succeeds to the leasehold interest of the Ground Lease, Lender may change the use of the Property so long as the proposed use complies with Title 4, Ch. 12 of the 1976 South Carolina Code as amended.

10. Any Fee Mortgages Subordinate. The County hereby acknowledges and agrees that, other than the mortgage granted hereby, any other mortgage hereafter encumbering the County's fee interest in and to the Property shall be subject and subordinate in all respects to the Ground Lease and to any mortgage of Borrower's leasehold under the Ground Lease. Furthermore, no direction or consent by Borrower with respect to any proposed sale, transfer, conveyance, mortgage, encumbrance or other disposition of all or part of the Property by the County shall be effective unless Lender's prior written consent thereto has been obtained.

11. Casualty and Condemnation Proceeds. The County hereby confirms that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or

awards, to collect and hold any such proceeds or awards and to determine and direct whether any such, proceeds or awards are made available for the restoration of the Premises or are applied to the repayment of the Loan.

12. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth on the first page hereof, or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

13. Borrower Certification. Borrower hereby certifies to the County and Lender that, to the best of Borrower's knowledge, each representation contained in Section 5(a) of this Agreement is true and correct as of the date hereof.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

15. Miscellaneous. This Agreement may not be modified except in writing executed by the parties or their successors in interest. This Agreement is governed by and is to be construed in accordance with the law of the state in which the Property is located. This Agreement may be executed in counterparts, in which case all originals together shall constitute a single instrument.

16. Statutory Accommodation. Nothing in this Agreement to the contrary withstanding, the Borrower and Lender, by their signatures below, acknowledge the arrangements set forth in this Agreement, the Ground Lease and the related documents represent a continued statutory accommodation to the Borrower for purposes of the Borrower to avail itself of certain economic development incentives available under South Carolina law, and under no circumstances shall the County's execution or delivery of this Agreement, the Ground Lease or the related documents, or the County's performance or non-performance thereunder give rise to any liability against the County or in any way violate South Carolina law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals the day and year first above written.

Witnesses:

RICHLAND COUNTY, SOUTH CAROLINA,
a body politic and corporate and a political
subdivision of the State of South Carolina

Print Name:_____

By:_____

Name:_____

Title:_____

Print Name:_____

STATE OF SOUTH CAROLINA)
) ss.
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this ____ day of October, 2010,
by _____, as _____ of RICHLAND
COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the
State of South Carolina, on behalf of the county. He/She is personally known to me or has
produced _____ as identification.

NOTARY PUBLIC

Name:_____

My Commission Expires:_____

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals the day and year first above written.

Witnesses:

TRC PROPCO, INC., a Delaware corporation

Print Name:_____

Print Name:_____

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by _____, as _____ of TRC Propco, Inc., a Delaware corporation, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals the day and year first above written.

Witnesses:

MADISON CAPITAL FUNDING, LLC, a Delaware limited liability company, as Agent

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by _____, as _____ of Madison Capital Funding, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: _____
My Commission Expires: _____

CONSENT, SUBORDINATION, SECURITY AND MORTGAGE AGREEMENT

THIS CONSENT, SUBORDINATION, SECURITY AND MORTGAGE AGREEMENT (including fixture filing) (this "Agreement") is made as of the ___ day of _____, 2010, by RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), whose address is 2020 Hampton Street, Columbia, South Carolina 29202; and THE RITEDOSE CORPORATION, a South Carolina corporation (the "Borrower"), whose address is 1 Technology Circle, Columbia, South Carolina 29203; to and for the benefit of MADISON CAPITAL FUNDING, LLC, in its capacity as Agent for the financial institutions from time to time party to the Credit Agreement referred to below as Lender thereunder (in such capacity, the "Lender").

RECITALS:

WHEREAS, the County is the owner in fee simple of certain real property located in Richland County, South Carolina, more particularly described on **Exhibit A** attached hereto (the "Land"), certain current and future structures, buildings and improvements located or placed, or to be located or placed, on the Land (the "Improvements"), and certain current and future furniture, furnishings, fixtures, goods, equipment, inventory or personal property located on, attached to or used in and about, or to be located or attached to or used in or about, the Improvements, including, but not limited to, machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and fixtures and appurtenances thereto, and other goods and chattels and personal property used or furnished in operating the Improvements, or the activities conducted therein, and building materials and equipment situated on or about the Land or Improvements, and warranties and guaranties relating thereto, and additions thereto and substitutions and replacements therefor (the "Personal Property", and together with the Land and Improvements, collectively, the "Property");

WHEREAS, the County and the Borrower are parties to that certain Revised and Restated Lease Agreement by and between the County, as lessor, and Borrower, as lessee, dated March 14, 2007, recorded in Deed Book 1292 at Page 2520 in the office of the Richland County Register of Deeds, which lease agreement revises and restates the Lease Agreement originally dated December 1, 1996, recorded in Deed Book D-1355 at Page 343 in the office of the Richland County Register of Deeds (together with all other amendments, modifications, supplements, renewals and replacements thereof, collectively, the "Ground Lease"); and

WHEREAS, pursuant to a certain Credit Agreement (such credit agreement, together with any and all amendments, modification, supplements, renewals and replacements thereof, the "Credit Agreement"), among the Borrower, certain affiliates of the Borrower, the Agent and the financial institutions from time to time party thereto as Lender thereunder (the Credit Agreement and all other agreements, documents and instruments executed and/or delivered from time to time pursuant thereto, in each case together with any and all amendments, modifications, supplements, renewals and replacements thereof, herein referred to, collectively, the "Credit

Documents”), the Agent and such financial institutions have agreed, on the terms and subject to the conditions set forth therein, to make certain loans and other extensions of credit to and for the account of the Borrower (collectively, the “Loan”); and

WHEREAS, the Credit Documents are secured by, inter alia, a Fee and Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (such mortgage, together with any and all amendments, modifications, supplements, renewals and replacements thereof, the “Mortgage”) which encumbers, among other things, Borrower’s interest in the Property; and

WHEREAS, as a requirement to making the Loan, Lender requires, among other things, that the County, as the fee simple title holder of the Property and any reversionary rights to the leasehold estate under the Ground Lease, consent to the Loan and Mortgage, grant a security interest in the Property to Lender, and subordinate to the Mortgage and grant a mortgage lien on any and all right, title and interest it may have in and to the Ground Lease and the Property to the extent stated in this Agreement;

NOW, THEREFORE, in consideration of the premises, the covenants, agreements and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which by each party hereto is hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Warranty of Title. The County represents and warrants to Lender that it received title to the Property by Quit-Claim Deed dated December 1, 1996, and the County has the right to enter into and perform its obligations under this Agreement.
3. Consent, Subordination and Mortgage. The County, for and in consideration of the aforesaid Recitals, in order to accommodate the Borrower's request in connection with the Loan and to secure the prompt and complete payment, performance and observance by Borrower of the Loan all covenants and conditions contained in the Credit Documents and Mortgage, and other valuable consideration to the County, the receipt and sufficiency whereof is hereby acknowledged, **subject to any and all terms and conditions set forth herein**, by these presents does hereby grant, bargain, sell, release, mortgage, hypothecate, pledge, set over and transfer unto the Lender, and the Lender’s successors and assigns, the Property; **TOGETHER** with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining thereto in any manner. **TO HAVE AND TO HOLD**, all and singular the said premises unto the Lender, its successors and assigns, forever. The Mortgage covers fixtures and is effective as a financing statement for current and future fixtures. The County further subjects and subordinates any and all right, title and interest it may have in and to the Ground Lease and the Property to the Mortgage, and grants and conveys to Lender a security interest in any and all right, title and interest the County may have in the Ground Lease and the Personal Property as security for the prompt and complete payments, performance and observance by Borrower of the Loan and all covenants and conditions contained in the Credit Documents and Mortgage. Upon the occurrence of any Event of Default under the Credit

Agreement and/or the Mortgage (as defined therein), Lender shall have all available rights and remedies under the laws of the State of South Carolina, including, without limitation the right to foreclose the lien of this Agreement by judicial proceeding. Nothing in this Agreement shall impair or subordinate any of the County's rights and remedies with regard to fee-in-lieu of property tax payments under South Carolina Code Section 4-12-30(O) or other rights or remedies under the Ground Lease except as specifically stated in this Agreement.

4. Exculpation of County. By accepting this Agreement, Lender acknowledges and agrees that the County has executed this Agreement for the sole purposes set forth herein and that the County has not agreed to assume or incur any personal obligation for the payment of the obligations secured by the Mortgage or any personal obligation for the payment of any money or the performance under the Mortgage. The County further disclaims (a) any knowledge as to the truth or accuracy of any recital or statement of fact contained in the Mortgage, (b) any liability, responsibility or obligation with respect to any representation, duty, agreement, covenant or obligation (whether for the payment of money or otherwise) in the Mortgage, and (c) any duty to aid or assist in the enforcement of any rights of the Lender, or its successors or assigns, under the Mortgage. The County and its officers, directors, successors or assigns, shall not be personally liable for the payment of the Loan or performance of the terms and conditions of the Mortgage, or any representations, warranties or covenants contained in the Mortgage, and no personal money judgments shall be asserted against the County or its officers, directors, successors and assigns, provided this limitation of liability shall not prejudice the right of the Lender to enforce the Mortgage or any other security given for the payment of the Loan or to enforce its remedies under the Mortgage and under any other security given for payment of the Loan including joining the County in any legal proceedings to enforce the Mortgage or sell the Property or to enforce its remedies at law, provided such joinder is for the purpose of enforcing the Mortgage or enforcing the remedies hereunder and not for the purpose of seeking a personal money judgment against the County, its officers, directors, successors and assigns.

5. Certifications.

a. The County hereby certifies that (i) the Ground Lease contains the entire agreement between the parties thereto with respect to the leasing of the Property and is in full force and effect; (ii) Borrower has full right and authority under the Ground Lease to mortgage and grant a security interest in its interest in the Property; (iii) all FILOT Revenues (as such term is defined in the Lease), rent, additional rent and other charges to be paid to the County under the Ground Lease are current; (iv) no notice has been sent by the County to Borrower thereunder of any default under the Ground Lease which remains uncured; (v) to the best of its knowledge, Borrower is not now in default under the Ground Lease; (vi) the initial term/current extension term of the Ground Lease shall expire on December 31, 2027, (vii) neither the County nor, to the best of its knowledge, Borrower has assigned the Ground Lease or sublet the Property, except as set forth on **Exhibit B**; (viii) the County has not assigned, conveyed, transferred, sold, encumbered or mortgaged or granted any option with respect to its interest in the Ground Lease or the Property and to the best of County's knowledge, there are currently no mortgages, deeds of trust or other security interests encumbering the County's fee interest in the Property and to the best of County's knowledge, no third party has an option or preferential right to purchase all or any part of the Property; and (ix) the County has not received written notice of any pending

eminent domain proceedings or other governmental actions or any judicial actions of any kind against the County's interest in the Property.

b. To the best of its knowledge, the County hereby certifies that, notwithstanding any provisions in the Ground Lease to the contrary, all conditions contained in the Ground Lease precedent to the execution and deliverance of the Mortgage have been conclusively performed and discharged or waived by the party to whose benefit said conditions inure, and no provisions of the Mortgage are contrary to the provisions of the Ground Lease regarding the subordination of the lessor's interest in the Ground Lease and the mortgaging of the Borrower's interest in the Property or, if there are, the provisions of the Mortgage shall govern.

6. Agreements.

a. The County acknowledges that, pursuant to the Mortgage, the Borrower has agreed not to assign, sublet or otherwise transfer its interest in the Ground Lease to any other party, and it agrees that it will not consent to an assignment, sublet or other transfer of the Borrower's interest in the Property while the Loan remains in effect without the written consent of Lender.

b. The County acknowledges that, pursuant to the Mortgage, the Borrower has mortgaged, granted and assigned to Lender all of the Borrower's right to amend, cancel, modify, alter or surrender the Ground Lease, and agrees that the Ground Lease will not be amended, altered, cancelled, modified or surrendered while the Loan remains in effect without the written consent of Lender. Any amendment or modification entered into without the Lender's consent shall not be valid against Lender or any of Lender's successors or assigns.

c. The County acknowledges and agrees that Lender may, without affecting the validity or enforceability of this Agreement, extend the time of payment or increase the amount of all or any part of the Loan, otherwise modify any of the terms or conditions thereof, or make additional loans which may be secured by the Mortgage and which shall be deemed to be part of the Loan referenced herein, without the consent of the County and without giving notice thereof.

d. Upon Lender's written request, the County agrees that, in the event of the expiration or termination of the Ground Lease for any reason, the County shall recognize the rights of any tenant of Borrower in the Property and shall not disturb said interests as created by leases and subleases between Borrower and such tenants.

e. The County acknowledges that pursuant to the Mortgage, the Borrower has assigned to Lender its option to purchase the Property as set forth in the Ground Lease (the "Purchase Option"). The County hereby consents to such assignment and acknowledges and agrees that no exercise of the Purchase Option by Borrower shall be effective unless Lender's written consent thereto has been given. Additionally, Borrower hereby irrevocably directs the County, and the County hereby agrees, that upon notice from Lender that an Event of Default has occurred under the Mortgage and that Lender is electing to exercise the Purchase Option, the

County shall transfer the Property to Lender in accordance with the Ground Lease without the necessity of obtaining any further consent from Borrower.

f. The County agrees that any delivery of a deed or assignment of the Ground Lease pursuant to foreclosure proceedings, or by deed or assignment in lieu of foreclosure or otherwise to Lender or to any successors or assigns of Lender (including, without limitation, any purchaser of the leasehold estate in and to the Property upon or following a foreclosure of the Mortgage (or delivery of a deed or assignment of the Ground Lease in lieu of foreclosure)) shall not be subject to the prior written consent of the County, and in the event Borrower's interest under the Ground Lease is so assigned to Lender or to any successors or assigns of Lender (as applicable, the "Assignee"), such Assignee shall have the right to further assign the tenant's interest in the Ground Lease without the need to obtain the consent of the County.

7. Right to Cure Defaults. In the event of a default by the Borrower of any term under the Ground Lease, of which default the County has actual knowledge, the County shall give notice of such breach to the Lender. Upon any default, the Lender shall have whatever rights are provided to the Borrower, under the Ground Lease, to cure plus an additional fifteen (15) days, and the Lender's actions to cure shall have the same effect, under the Ground Lease, as if taken by the Borrower.

8. Lender's Obligations. Nothing in this Agreement and no action taken by Lender to enforce any provision of the Ground Lease shall be deemed or construed to constitute an agreement by Lender to perform or assume any covenant of Borrower under the Ground Lease. Without limiting any of the County's rights against the Borrower under the Ground Lease, in the event the Lender succeeds to Borrower's interest, Lender shall not be liable for any past due monetary obligations under the Ground Lease, shall only be liable for any damage or other relief attributable to any act or omission occurring during the Lender's period as the holder of the tenant's interest under the Ground Lease and Lender shall only be responsible for representations, warranties and covenants of the Borrower to the extent that such representations, warranties and covenants apply to the Property and relate to the use of the Property during the Lender's period of possession of the Property.

9. Property Use. In the event Lender succeeds to the leasehold interest of the Ground Lease, Lender may change the use of the Property so long as the proposed use complies with Title 4, Ch. 12 of the 1976 South Carolina Code as amended.

10. Any Fee Mortgages Subordinate. The County hereby acknowledges and agrees that, other than the mortgage granted hereby, any other mortgage hereafter encumbering the County's fee interest in and to the Property shall be subject and subordinate in all respects to the Ground Lease and to any mortgage of Borrower's leasehold under the Ground Lease. Furthermore, no direction or consent by Borrower with respect to any proposed sale, transfer, conveyance, mortgage, encumbrance or other disposition of all or part of the Property by the County shall be effective unless Lender's prior written consent thereto has been obtained.

11. Casualty and Condemnation Proceeds. The County hereby confirms that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or

awards, to collect and hold any such proceeds or awards and to determine and direct whether any such, proceeds or awards are made available for the restoration of the Premises or are applied to the repayment of the Loan.

12. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth on the first page hereof, or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

13. Borrower Certification. Borrower hereby certifies to the County and Lender that, to the best of Borrower's knowledge, each representation contained in Section 5(a) of this Agreement is true and correct as of the date hereof.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

15. Miscellaneous. This Agreement may not be modified except in writing executed by the parties or their successors in interest. This Agreement is governed by and is to be construed in accordance with the law of the state in which the Property is located. This Agreement may be executed in counterparts, in which case all originals together shall constitute a single instrument.

16. Statutory Accommodation. Nothing in this Agreement to the contrary withstanding, the Borrower and Lender, by their signatures below, acknowledge the arrangements set forth in this Agreement, the Ground Lease and the related documents represent a continued statutory accommodation to the Borrower for purposes of the Borrower to avail itself of certain economic development incentives available under South Carolina law, and under no circumstances shall the County's execution or delivery of this Agreement, the Ground Lease or the related documents, or the County's performance or non-performance thereunder give rise to any liability against the County or in any way violate South Carolina law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals the day and year first above written.

Witnesses:

RICHLAND COUNTY, SOUTH CAROLINA,
a body politic and corporate and a political
subdivision of the State of South Carolina

_____)
Print Name: _____)

By: _____

Name: _____

Title: _____

_____)
Print Name: _____)

STATE OF SOUTH CAROLINA)
) ss.
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this ____ day of October, 2010,
by _____, as _____ of RICHLAND
COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the
State of South Carolina, on behalf of the county. He/She is personally known to me or has
produced _____ as identification.

NOTARY PUBLIC

Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals the day and year first above written.

Witnesses:

THE RITEDOSE CORPORATION

_____)
Print Name: _____)

By: _____
Name: _____
Title: _____

_____)
Print Name: _____)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by _____, as _____ of The Ritedose Corporation, a South Carolina corporation, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals the day and year first above written.

Witnesses:

MADISON CAPITAL FUNDING, LLC, a Delaware limited liability company, as Agent

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by _____, as _____ of Madison Capital Funding, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: _____
My Commission Expires: _____

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-2; applications was received from Stephen B. Corboy* and W.L. "Chip" Harriford, III.

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments and Appeals (Plumbing)-1 [David A. Cook, November 20, 2010*]

Richland County Council Request of Action

Subject

Community Relations Council-1 [Jennifer Butler, September 11, 2010*]

Richland County Council Request of Action

Subject

Riverbanks Park Commission-1 [Llyod S. Liles, November 16, 2010*]

Richland County Council Request of Action

Subject

Accommodations Tax Committee (Hospitality)-2; there are no applications at this time.

Richland County Council Request of Action

Subject

Appearance Commission-Landscape Architect/Landscaper-1; there are no applications at this time.

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments and Appeals-1

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-3; applications was received from Stephen B. Corboy* and W.L. "Chip" Harriford, III. **[PAGES 104-107]**



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Stephen B. Corboy

Home Address: 15 Hunters Pond Dr.

Telephone: (home) 699-3312 (work) 699-3312

Office Address: 15 Hunters Pond Dr., Columbia, SC 29229-9011

Email Address: SCORBOYE SC.RR.COM

Educational Background: College

Professional Background: Real Estate Sales & Development

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

Name of Committee in which interested: Central Midlands Council of Governments

Reason for interest: JUST FINISHING 1st term would like second to complete what was started

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

Been involved in the central midlands a long time, know many people believe I can make a difference

Presently serve on any County Committee, Board or Commission? CMCOG

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: AS NECESSARY

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: _____


Applicant's Signature

8/9/10
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	

2

Item# 23



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: W.L. "Chip" Herriford, III
 Home Address: 2326 Lady St, Columbia, SC 29204
 Telephone: (home) 803-743-8533 (work) 803-743-8533
 Office Address: Same as home (Main Office in Charlotte, NC)
 Email Address: cherriford@ndrenergy.com; cherriford@gmail.com
 Educational Background: B.A. Economics, USC
 Professional Background: Dir. Governmental Affairs, NDR Energy Group, LLC
 Male Female Age: 18-25 26-50 Over 50
 Name of Committee in which interested: Central Midlands Regional Planning
 Reason for interest: Interested in promoting regional growth

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

Commission:

Background in Municipal Finance; Formerly Finance Advisor to City of Jackson, MS

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

Any other information you wish to give? _____

Recommended by Council Member(s): Damon Jeter, Seth Rose

Hours willing to commit each month: 20-30

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: _____


Applicant's Signature

Sept 9, 2010
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	

2

Richland County Council Request of Action

Subject

Internal Audit Committee-2; no applications was received for this committee

Richland County Council Request of Action

Subject

Financial System access for Council Members [WASHINGTON] [PAGE 110]

DRAFT

Guidelines for Council use of the IFAS Program:

Provide “Read Only” and individual council account access to IFAS software for council members.

The IFAS Software will allow council members to perform the following types of budget analysis:

- Analyses current or prior-year budget
- Review actual expenditure information
- Track revenue information
- Run “what if” scenarios using the budget module
- Review at individually budgeted items
- Create trend analysis from current and prior year actuals.
- Print or download budget preparation documents
- Track budgets thought-out the current year

Richland County Council Request of Action

Subject

To change Section 18-1 to eliminate the underlined and italicized wording shown below-

Section 18-1. Discharge of firearms in certain areas unlawful.

(b) *Within three hundred yards of the property boundaries of any dwelling business, or subdivision.* It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the armed forces of the United States or any authorized gun club, or in the lawful defense of life or property. *This subsection also shall not apply to hunting or other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to persons hunting or otherwise lawfully discharging firearms on another person's property with the landowner's express permission.* [MALINOWSKI]

Richland County Council Request of Action

Subject

Motion:

When vacancies are identified on Richland County Boards and/or Commissions that require actions of County Council to fill, the Clerk assigned to advertise and process applications for these positions will notify the Executive Director and/or Chairman of the Board of the agency, Board or Commission either by telephone, email or regular mail prior to posting the public announcement of the vacancy. (Rules & Appointments Committee) **[PEARCE]**

Richland County Council Request of Action

Subject

Cherokee Garden Grant [**PAGE 114**]



MEMORANDUM

TO: Sparty Hammett
FROM: Erica Hink, NIP Staff
DATE: October 14, 2010
RE: Cherokee Gardens Neighborhood Matching Grant

During the FY11 budget cycle, it was the intention of the Neighborhood Improvement Program to award a Neighborhood Matching Grant to the Cherokee Gardens Neighborhood Association. Unfortunately, the grant request was not forwarded to Council during that process.

At this time, we are asking County Council to award Cherokee Gardens a matching grant in the amount of \$950 for an entranceway project. NIP funding is available to fulfill the grant award. The neighborhood is contributing a \$1000 match towards implementation of the project.

Richland County Council Request of Action

Subject

a. Council will schedule at a minimum Quarterly 1/2 Day Work Sessions to coincide with the receipt of the 50+ page Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports.

[MANNING]

b. Eason Memorial Baptist Church 100th Anniversary Resolution **[WASHINGTON]**