



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**NOVEMBER 20, 2012
6:00 PM**

CALL TO ORDER HONORABLE KELVIN E. WASHINGTON, SR., CHAIR

INVOCATION THE HONORABLE GWENDOLYN DAVIS KENNEDY

PLEDGE OF ALLEGIANCE THE HONORABLE GWENDOLYN DAVIS KENNEDY

Presentation Of Resolutions

1. a. Resolution Honoring the life of Deputy Ryan Rawl and his service to his country in Afghanistan [ROSE]

Approval Of Minutes

2. Regular Session: November 13, 2012 [PAGES 6-19]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

Citizen's Input

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

Report Of The County Administrator

4. a. Richland 101 Graduation
- b. IT "County Records" Security Recommendations
- c. Employee Grievances - 2 [ACTION]

Report Of The Clerk Of Council

5. a. Proposed 2013 Council Meeting Calendar [ACTION] [PAGES 23-24]

b. **Work Session Reminders:**

1. **Regional Recreation Complex Interviews, November 27th, 3:00 PM**

2. **Council Rules Work Session, November 27th, 4:00 PM**

3. **Business Friendly Task Force, November 29th, 5:00 PM**

Report Of The Chairman

6. a. Penny Referendum Next Steps

Presentations

7. Columbia Metropolitan Convention Center

Open/Close Public Hearings

8. a. An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fees on the investments by [Project Resolve], and other matters related thereto
- b. **An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto**

Approval Of Consent Items

9. An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto **[THIRD READING] [PAGES 28-37]**
10. An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fees on the investment by [Project Resolve], and other matters related thereto **[THIRD READING] [PAGES 38-46]**
11. 12-32MA
Terry Darragh
Richland County Landfill, Inc.
RU to HI (79.11 Acres)
Screaming Eagle Rd.
31600-02-18(p) **[THIRD READING] [PAGES 47-49]**
12. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land

Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as "Reserved" **[THIRD READING] [PAGES 50-69]**

13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (J), Protection of Existing Trees During Development; Paragraph (3), Exemption - Protection; so as to remove buffer and BMP requirements for forestry activities **[THIRD READING] [PAGES 70-72]**
14. An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book "13" at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS# 07313-07-01**[SECOND READING] [PAGES 73-87]**
15. An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS# 15209-01-04, also known as 218 McNulty Street **[SECOND READING] [PAGES 88-101]**
16. Authorizing the execution and delivery of an agreement between the County and [Project Resolve] to provide for the conveyance of certain property from the County to [Project Resolve] and other matters related thereto **[SECOND READING] [PAGES 102-104]**
17. An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the "Incentive Agreement") between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of Ad Valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto **[SECOND READING] [PAGE 105-142]**

Report Of Economic Development Committee

18.
 - a. A Resolution Consenting to the interest in transfer of the Fee In Lieu of Tax Agreement among Richland County, South Carolina, Cellco Partnership and Spears Creek Realty, LLC; and other related matters **[PAGES 144-147]**
 - b. A Resolution Approving the transfer of the Unexpired Manufacturer's Abatement from C&C Metal Fabrication, Inc. to AAA Septic Tank Installation and Repair LLC; and other related matters **[PAGES 148-150]**
 - c. An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolin (the "County") and Carolina Ceramics, LLC (the "Company"), whereby, under certain conditions, the County shall allow the Comany to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company's manufacturing facilities within the County; (2) the benefits of a Multi-County Park to be made available to the Company, and (3) other matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 151]**

- d. Governmental Affairs Representative Services Contract Renewal [**PAGES 152-155**]
- e. Bailey Bill Ordinance [**PAGES 156-164**]

Report Of Rules And Appointments Committee

1. Notification Of Appointments

- 19. Accommodations Tax Committee-3 (positions to be filled: 1 Hospitality, 1 Lodging, and 1 Cultural) One application was received from the following: Sam Agee [**PAGES 165-167**]
- 20. Board of Zoning Appeals-1; Applications were received from the following: Terry Brown, Terry L. Edwards, Colie L. Lorick, Jr., Christopher Sullivan [**PAGES 168-177**]
- 21. Central Midlands Council of Governments-1; there is one vacancy on this board for an un-expired position; applications were received from the following: Anthony Mizzell, Brandolyn Thomas Pinkston, Beverly G. Turner [**PAGES 178-185**]
- 22. Employee Grievance Committee-2
- 23. Township Auditorium-1; there is one vacancy on this board; applications were received from the following: Jackson Gitonga, Yvonne George Stocker, Andrew Nick Theodore* [**PAGES 187-193**]

*Eligible for reappointment

2. Discussion From Rules And Appointments Committee

- 24. Business Service Center Appeals Board-qualifications of recent appointments
- 25. Community Relations Council Appointments
- 26. Council Individual Discretionary Account

Other Items

- 27. Tax Increment Financing (TIF):
 - a. TIF Chronology [**PAGES 198-199**]
 - b. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto [**FIRST READING BY TITLE ONLY**] [**PAGE 200**]
 - c. Columbia Renaissance Redevelopment Plan IGA [**PAGES 201-231**]
 - d. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the

execution and delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 232]**

e. Innovista Redevelopment Plan IGA **[PAGES 233-257]**

Citizen's Input

28. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

29. a. Any utility provider must obtain permission from Richland County Council prior to work being done in unincorporated Richland County. The purpose for this motion is that an entity like the City of Columbia currently runs water lines when and where they want throughout Richland County. If Richland County is supposed to be directing where we do and don't want growth to take place such a practice is detrimental to the effectiveness of the Richland County comprehensive plan. [MALINOWSKI]

Adjournment



Richland County Council Request of Action

Subject

- a. Resolution Honoring the life of Deputy Ryan Rawl and his service to his country in Afghanistan [ROSE]

Richland County Council Request of Action

Subject

Regular Session: November 13, 2012 **[PAGES 6-19]**

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, NOVEMBER 13, 2012 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	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Gwendolyn Davis Kennedy
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose
Absent	Damon Jeter

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Yanisse Adrian-Silva, Sara Salley, John Hixon, Nelson Lindsay, Geo Price, Tracy Hegler, David Hoops, Dale Welch, Janet Claggett, Hayden Davis, Alonzo Smith, Buddy Atkins, Michael Byrd, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:08 p.m.

INVOCATION

The Invocation was given by the Honorable Valerie Hutchinson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Valerie Hutchinson

APPROVAL OF MINUTES

Regular Session: October 16, 2012 – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: October 23, 2012 – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Livingston moved, seconded by Mr. Pearce, to adopt the agenda as published. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following were potential Executive Session Items:

- a. **Palmetto Utilities Update**
- b. **Landfill/Contractual Matter**
- c. **Personnel Matter**
- d. **SOB Update**
- e. **Legal Advice – Elections**
- f. **Employee Grievance**
- g. **Franchise Fees** – Mr. Farrar stated that the Attorney General's opinion regarding franchise fees had been forwarded to all Council members.

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

Transportation Penny Update – Mr. McDonald stated the next steps would be to finalize the program management RFP, to finalize the small/local/minority ordinance provisions, and to complete the job description for the Transportation Director.

Parking Meter Proposal – Mr. McDonald proposed a 3-month pilot program of not charging a parking fee to those doing business at the Administration building. Council directed the matter be placed on the November A&F agenda.

TIF Update – Mr. McDonald stated that the proposed timeline is as follows: 1st Reading by Title Only—November 20th; 2nd Reading & Public Hearing—December 4th; and 3rd Reading—December 11th.

911 Call Center Recognition – Mr. McDonald recognized the Columbia/Richland 911 Call Center for being award the 911 Center of the Year during the annual APCO/NENA Conference. The Center was recognized for: Recent Technology Upgrades; CALEA National Accredited Agency; Support of Community and First Responders; Training Programs; Employee Incentive Programs; and Dedicated Work Force.

“Security of County Records” IT Information Video – Ms. Claggett briefed Council on this item. Mr. McDonald will review Ms. Claggett’s recommendations and report back to Council at the November 20th Council meeting.

Employee Grievance – This item was taken up during Executive Session.

REPORT OF THE CLERK OF COUNCIL

TIF Work Session [Proposed Date: November 27, 4:00-5:00 p.m.] – Mr. Livingston moved, seconded by Mr. Washington, to hold a work session regarding the TIF on November 27th, 4:00-5:00 p.m. The motion failed.

2013 Council Retreat [Proposed Dates: January 24-25, 2013] – Mr. Livingston moved, seconded by Mr. Manning, to hold the 2013 Council Retreat on January 24-25. The vote in favor was unanimous.

Council members are to forwarded proposed venues for the Retreat to the Clerk’s Office.

Proposed 2013 Council Meeting Calendar – Mr. Washington moved, seconded by Ms. Hutchinson, to defer this item. The vote was in favor.

Council Rules Work Session [Proposed Date: November 29, 5:00-6:00 p.m.] – Mr. Livingston moved, seconded by Mr. Manning, to hold a work session regarding Council Rules on November 27th, 4:00-5:00 p.m. The vote in favor was unanimous.

REPORT OF THE CHAIRMAN

Business Friendly Task Force Recommendations Work Session: [Proposed Dates: November 29, 4:00-5:00 p.m.] – Mr. Livingston moved, seconded by Ms. Hutchinson, to hold a Business Friendly Task Force work session on November 29th, 5:00-6:00 p.m. The vote in favor was unanimous.

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

Penny Referendum Next Steps – This item was deferred until the November 20th Council meeting.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 3A, Tax Assessor; so that a new department will be created, and Amending Chapter 23, Taxation; Article II, Tax Assessor and Article III, Board of Assessment Control; by deleting the language therein** – No one signed up to speak.
- **An Ordinance Amending the Fiscal Year 2012-2013 Solid Waste Enterprise Fund Annual Budgets to appropriate \$972,600 of Solid Waste Enterprise Unassigned Fund Balance for transfer to Solid Waste Operating Budget for the sole purpose of purchasing roll carts** – No one signed up to speak.
- **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$184,496 of General Fund Unassigned Fund Balance for Grant Match to Departments for grants approved through the FY13 Budget Process** – No one signed up to speak.
- **An Ordinance Amending the Richland County Code of Ordinances No. 043-01HR Section 24 to increase the rate of copy charges for autopsy reports to \$500** – No one signed up to speak.
- **An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book “13” at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS#07313-07-01** – No one signed up to speak.
- **An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS#15209-01-04, also known as 218 McNulty Street** – No one signed up to speak.
- **An Ordinance Amending the FY12-13 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender’s Office** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 3A, Tax Assessor; so that a new department will be created, and Amending Chapter 23, Taxation; Article II, Tax Assessor and Article III, Board of Assessment Control; by deleting the language therein [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2012-2013 Solid Waste Enterprise Fund Annual Budgets to appropriate \$972,600 of Solid Waste Enterprise Unassigned**

Fund Balance for transfer to the Solid Waste Operating Budget for the sole purpose of purchasing roll carts [THIRD READING]

- **And Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$184m496 of General Fund Unassigned Fund Balance for Grant Match to Departments for grants approved through the FY13 Budget Process [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 6A, Conservation; so that a new department will be created [THIRD READING]**
- **An Ordinance Amending Ordinance 043-10HR, so as to increase the rate of copy charges for autopsy reports to \$500 [THIRD READING]**
- **An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto [SECOND READING]**
- **An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fee on the investment by [Project Resolve], and other matters related thereto [SECOND READING]**
- **12-32MA, Terry Darragh, Richland County Landfill, Inc., RU to HI (79.11 Acres), Screaming Eagle Rd., 31600-02-18(p) [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as "Reserved" [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176 Landscaping Standards; Subsection (J), Protection of Existing Trees During Development; Paragraph (3), Exemptions-Protection; so as to remove buffer and BMP requirements for forestry activities [SECOND READING]**
- **Changes to Employee Handbook-Promotion Probation**
- **Ridgewood Monticello Road Streetscape Project (Bid Award Approval and Commercial Lighting Fee Increase)**

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article X, Subdivision Regulations; Section 26-224, Certain Subdivisions Exempt from Road Standards; so as to delete the requirement of county review fees [FIRST READING]**
- **Water Line Installation on Larger Street**
- **Broad River Sewer Monthly User Fee [TO TABLE]**
- **An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book "13" at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS#07313-07-01 [FIRST READING]**
- **An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS#15209-01-04, also known as 218 McNulty Street [FIRST READING]**

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

THIRD READING ITEM

An Ordinance Authorizing the issuance and sale of not to exceed \$9,000,000 Fire Protection Service General Obligation Bonds, Series 2012B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; Authorizing the Interim County Administrator to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; adopting written procedures related to tax-exempt debt; and other matters relating thereto – Mr. Pearce moved, seconded by Mr. Washington, to approve this item. A discussion took place.

Mr. Pearce moved, seconded by Mr. Livingston, to call for the question. The vote in favor was unanimous.

The vote was in favor of the motion to approve this item.

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$11,830 of General Fund Unassigned Fund Balance for the Legal Department for salary adjustments – Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

General Obligation Bonds for the Richland County Recreation Commission – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the committee's recommendation. A discussion took place.

The vote in favor was unanimous.

Santee Wateree Transit Authority Motion and COG Transit Analysis – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the committee's recommendation. The vote was in favor.

IT Server Room HVAC Upgrade – Mr. Malinowski moved, seconded by Ms. Hutchinson. A discussion took place.

The vote in favor was unanimous.

Broad River Road Corridor Lighting Project – Mr. Malinowski moved, seconded by Mr. Jackson, to further negotiate the agreement with SCE&G. A discussion took place.

Mr. Rose made a substitute motion, seconded by Mr. Malinowski, to defer this item. The motion to defer failed.

The motion to further negotiate the agreement with SCE&G failed.

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve staff's recommendation. The vote was in favor.

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office [FIRST READING] – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

Develop a Master Plan for the Olympia Neighborhood [TO TABLE] – Mr. Washington moved, seconded by Mr. Rose, to authorize staff to discuss with the City of Columbia an option to partner with the County on Master Plan(s) for the Olympia and Whaley communities. Recommendations will be discussed at the Council Retreat.

Mr. Rose made a substitute motion, seconded by Mr. Malinowski, to authorize staff to engage the City of Columbia on their willingness to a partner in a Master Plan for the Olympia and Whaley Street neighborhoods. Mr. Rose withdrew his substitute motion.

The vote in favor.

Council Members to Review the Comprehensive Plan's Current and Future Land Use Maps [RECEIVE AS INFORMATION] – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve the committee's recommendation. The vote in favor was unanimous.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

A Resolution Authorizing the exercise of the option pursuant to the Option Agreement between the County and VB Blythewood Properties LLC and other matters related thereto – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Authorizing the execution and delivery of an agreement between the County and [Project Resolve] to provide for the conveyance of certain property from the County to [Project Resolve] and other matters related thereto [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

A Resolution Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the "incentive agreement") between Richland County, South Carolina (the "County") and Constantia Hueck Foils, L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fee in lieu of Ad Valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the "Incentive Agreement") between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of Ad Valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Bailey Bill Ordinance – This item was deferred until the November 20th Council meeting.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Airport Commission—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- b. **Board of Zoning Appeals—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- c. **Richland Memorial Hospital Board—3** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.

II. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Appearance Commission: [MALINOWSKI]**
 1. **Determine what constitutes a quorum for the Appearance Commission and have the Ordinance reflect that.**
 2. **Require all Council members appoint a representative to the Appearance Commission by the July 31, 2012 Council meeting.**

Mr. Malinowski moved, seconded by Mr. Livingston, to approve the committee's recommendation. The vote in favor was unanimous.

OTHER ITEMS

A Resolution to appoint and commission Andrew Sly Thompson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County –

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

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE:

- a. **Update on RFQ Response: Operations/Management of Complex** – Ms. Kennedy stated that the committee recommended holding interviews of the top two firms on November 27th, 3:00-4:00 p.m. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:58 p.m. and came out at approximately 9:05 p.m.
=====

- a. **Palmetto Utilities Update** – Mr. Malinowski moved, seconded by Mr. Jackson, to direct staff to proceed as directed in Executive Session. The vote in favor was unanimous.
- b. **Landfill Contractual Matter** – Ms. Dickerson moved, seconded by Mr. Jackson, to approve the assessment with the exception of the language “as and accommodate” and the language “an obligation” in paragraph 2 of the agreement. The vote in favor was unanimous.
- c. **Personnel Matter** – No action was taken.
- d. **Employee Grievance** – Mr. Livingston moved, seconded by Mr. Malinowski, to accept the Administrator’s recommendation. The vote in favor was unanimous.
- e. **SOB Update** – Mr. Pearce moved, seconded by Mr. Livingston, to direct the County Administrator and the County Attorney to enter into Option #1 as discussed in Executive Session.

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

The vote was in favor.

- f. **Legal Advice—Elections** – Mr. Livingston moved, seconded by Mr. Manning, to direct the Legal Department to intervene and participate as permitted by law in the penny sales tax protest. The vote in favor was unanimous.

MOTION PERIOD

I move that Richland County request the City of Columbia to enter into a Tax Increment Financing (TIF) zone on Broad River Road from Sunset Drive to Piney Grove Road [MALINOWSKI] – This item was referred to the A&F Committee.

That Richland County Fire Service pursue entering into an automatic aid agreement with neighboring counties and municipalities [MALINOWSKI & KENNEDY] – This item was referred to the Fire Ad Hoc Committee.

Work with the Voter’s Registration/Election Commission to identify inadequate precincts in each district and recommend replacement sites. Preferable a park, gym, or school to accommodate a large crowd inside. REASON: Based on the new census each district has increased immensely and some facilities cannot accommodate the crowd. Citizens should not have to be waiting on the road facing traffic and endangering their lives [JACKSON] – This item was referred to the D&S Committee.

Richland County Council develop a report from the Legislative Delegation’s hearing including a course of action to support resolving the unfortunate Election Day problems [JACKSON] – This item was referred to the D&S Committee.

Properly staff the PR Office and start broadcasting the D&S Committee, A&F Committee, and Zoning Public Hearing meetings. REASON: To many times citizens see the live broadcast and do not have a clue on how or what discussions took place to make some decisions. As for Zoning, it allows the citizens to see what is proposed for all areas [JACKSON] – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:08 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Damon Jeter

Bill Malinowski

Jim Manning

Paul Livingston

Seth Rose

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Richland 101 Graduation
- b. IT "County Records" Security Recommendations
- c. Employee Grievances - 2 **[ACTION]**

Richland County Council Request of Action

Subject

- a. Proposed 2013 Council Meeting Calendar [**ACTION**] [**PAGES 23-24**]
- b. Work Session Reminders:
 1. Regional Recreation Complex Interviews, November 27th, 3:00 PM
 2. Council Rules Work Session, November 27th, 4:00 PM
 3. Business Friendly Task Force, November 29th, 5:00 PM

2012 COUNCIL MEETING DATES



MONTH/DATE

MEETING

JANUARY

8	Regular Session @ 6:00
15	Regular Session @ 6:00
22	Committees @ 5:00
22	Zoning Public Hearing @ 7:00

FEBRUARY

5	Regular Session @ 6:00
19	Regular Session @ 6:00
26	Committees @ 5:00
26	Zoning Public Hearing @ 7:00

MARCH

5	Regular Session @ 6:00
19	Regular Session @ 6:00
26	Committees @ 5:00
26	Zoning Public Hearing @ 7:00

APRIL

3	Regular Session @ 6:00
17	Regular Session @ 6:00
24	Committee @ 5:00
24	Zoning Public Hearing @ 7:00

MAY

7	Regular Session @ 6:00
21	Regular Session @ 6:00
28	Committees @ 5:00
28	Zoning Public Hearing @ 7:00

(Please note: Special Called Meetings may be held during this month to discuss budget issues.)

JUNE

4	Regular Session @ 6:00
18	Regular Session @ 6:00
25	Committees @ 5:00
25	Zoning Public Hearing @ 7:00

MONTH/DATE

MEETING

JULY

2	Regular Session @ 6:00
16	Regular Session @ 6:00
23	Committees @ 5:00
23	Zoning Public Hearing @ 7:00

(Please note there may be a Special Called Meeting this month due to the Council's break in August.)

AUGUST

Council Break

SEPTEMBER

10	Regular Session @ 6:00
17	Regular Session @ 6:00
24	Committees @ 5:00
24	Zoning Public Hearing @ 7:00

OCTOBER

1	Regular Session @ 6:00
15	Regular Session @ 6:00
22	Committees @ 5:00
22	Zoning Public Hearing @ 7:00

NOVEMBER

5	Regular Session @ 6:00
19	Regular Session @ 6:00
26	Committees @ 5:00
26	Zoning Public Hearing

(Please note: Dates are subject to change due to the Thanksgiving Holiday)

DECEMBER

3	Regular Session @ 6:00
10	Regular Session @ 6:00
17	Committees @ 5:00
17	Zoning Public Hearing

(Please note: Due to the Holiday Season, Committee meetings and/or Zoning Public Hearing will be determined during the first weeks of December)

- **Meeting Dates are subject to change and/or additional dates may be added.**
- Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Contact Suzie Haynes at (803) 576-2176 for further information.

Visit our Website at www.rcgov.us for updated information.

For more information, please contact the Clerk of Council Office @ (803) 576-2061.

Richland County Council Request of Action

Subject

- a. Penny Referendum Next Steps

Richland County Council Request of Action

Subject

Columbia Metropolitan Convention Center

Richland County Council Request of Action

Subject

- a. An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fees on the investments by [Project Resolve], and other matters related thereto

- b. An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto

Richland County Council Request of Action

Subject

An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto
[THIRD READING] [PAGES 28-37]

Notes

First Reading: October 16, 2012

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND [PROJECT RESOLVE], RELATING TO, WITHOUT LIMITATION, THE PAYMENT TO RICHLAND COUNTY OF A FEE IN LIEU OF TAXES AND THE GRANT OF A SPECIAL SOURCE REVENUE CREDIT TO [PROJECT RESOLVE], AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the “Constitution”), the Code of Laws of South Carolina, 1976, as amended (the “Code”), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; and

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (the “Act”) to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Act) and to accept any grants for such projects; and

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (the “State”) and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a “fee agreement,” as defined in the Act); and

WHEREAS, the Company operates a bearing manufacturing facility (the “Facility”) located in the County (the “Existing Project”); and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2008 (as amended by that certain First Amendment of Fee Agreement dated December 13, 2011, the “Fee Agreement”) by which there was created a fee-in-lieu-of-tax arrangement with respect to certain property owned by Company and located at the Existing Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$50,000,000 in the Existing Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has invested at least \$ _____ million in the Existing Project, as originally required by the Fee Agreement; and

WHEREAS, the Company is contemplating an expansion of the Facility to be located in a multi-county industrial park within the County, which would result in substantial additional investment of at least \$130 million and the creation of an additional 175 new, full-time jobs (the “Project”); and

WHEREAS, as described in that certain Memorandum of Understanding by and among the Company; the State of South Carolina, by and through the South Carolina Department of Commerce; the County; and the Town of Blythewood, South Carolina, dated as of _____, 2012, the County desires to provide economic incentives to the Company in order to induce the Company to expand the Facility at the Site for the Project (the “Incentives”); and

WHEREAS, as authorized by Section 12-44-40 of the Act, the County and the Company now desire to amend the Fee Agreement to memorialize such Incentives; and

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement, and if not defined therein shall have the meaning as defined in the Act; and

WHEREAS, the County has determined that the Incentives would directly and substantially benefit the general public welfare of the County by inducing the Company to make further investments in the County, thereby providing for the creation of jobs and employment in the County, the increase of the ad valorem tax base of the County, and service, employment or other public benefits not otherwise provided locally; and that the Incentives give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and

WHEREAS, the purposes to be accomplished by the Incentives, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the inducement of continued utilization of the Project which is located in the County and State are of paramount importance and the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Second Amendment of Fee Agreement (the “Amendment”) by and between the County and the Company memorializing the Incentives; and

WHEREAS, the County desires to authorize the Amendment, and it appears that the Amendment now before this meeting is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Approval of Amendment. The Amendment is approved as follows:

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

(b) The Amendment to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that, after review by and receipt of advice from counsel to the County (“Counsel”), are approved by the County officials executing the Amendment and do not substantially modify the terms of the Amendment. The execution of the Amendment by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Amendment now before this meeting.

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

(d) The Amendment shall provide that, through the Project, the Company shall make an additional investment of at least \$130 million and create a minimum of an additional 175 new, full-time jobs, plus benefits, at the Facility within five (5) years.

(e) The Amendment shall further provide that the County shall grant a Special Source Revenue Credit to the Company as described therein and that the County shall cause the Project to be or remain in a Multi-County Industrial Park.

Section 2. Execution of Document. The Chairman, the County Administrator and the Clerk, are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Amendment and the County’s performance of its obligations under the Amendment.

Section 3. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 4. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

RICHLAND COUNTY COUNCIL

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

(SEAL)

Attest this _____ day of _____, 2012

Michele Onley, Clerk to County Council
of Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, the undersigned, Clerk to County Council of Richland County (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this _____ day of _____, 2012.

Michelle Onley, Clerk to County Council
Richland County, South Carolina

SECOND AMENDMENT OF FEE AGREEMENT

This Second Amendment of Fee Agreement (the “Amendment”) is made and entered into as of _____, 2012, by and between Richland County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and [Project Resolve], a corporation organized and existing under the laws of the State of South Carolina (the “Company”).

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”); and

WHEREAS, the Company operates a bearing manufacturing facility (the “Facility”) located in the County (the “Existing Project”); and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2008 (as amended by that certain First Amendment of Fee Agreement dated December 13, 2011, the “Fee Agreement”), a copy of which is attached hereto as Exhibit A, by which there was created a fee-in-lieu-of-tax arrangement with respect to certain property owned by Company and located at the Existing Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$50,000,000 in the Existing Project by December 31, 2018 (the “Investment Period”); and

WHEREAS, as of the date hereof, the Company has invested at least \$ _____ million in the Existing Project, as originally required by the Fee Agreement; and

WHEREAS, the Company is contemplating an expansion of the Facility to be located in a multi-county industrial park (the “Park”) within the County (the “Site”), which would result in substantial investment and the creation of new jobs (the “Project”); and

WHEREAS, as described in that certain Memorandum of Understanding by and among the Company; the State of South Carolina, by and through the South Carolina Department of Commerce (“Commerce”); the County; and the Town of Blythewood, South Carolina (the “Town”); (with the Company, Commerce, County, and the Town collectively referred to herein as the “Parties”) dated as of _____, 2012, the County desires to provide economic incentives to the Company in order to induce the Company to expand the Facility at the Site for the Project; and

WHEREAS, as authorized by Section 12-44-40 of the Act, the County and the Company now desire to amend the Fee Agreement to memorialize such agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

1. Additional Investment and Jobs Creation. Through the Project, the Company shall make an additional investment of at least \$130 million and create a minimum of an additional 175 new, full-time jobs, plus benefits, at the Facility within five (5) years.

2. Purchase and Transfer of Property by County to Company for Project. Pursuant to that certain Option Agreement dated July 16, 2012, and as amended and revised to include additional property, (the "Land Option"), the County shall exercise the Land Option and purchase and transfer to the Company, at no cost to the Company, the real property subject to the Option Agreement (the "Property"), consisting of approximately 9.5 acres of land, together with improvements, to become part of the Site for the Project. Title to the Property shall be transferred to the Company on a closing date to be agreed upon by the Company and the County. The County shall pay for all closing costs and expenses related to the Land Option, and the purchase and transfer of the Property to the Company.

3. Joint County Industrial or Business Park. The Site shall be included within and added to a joint county industrial or business park established by the County under Section 13 of Article VIII of the Constitution of the State of South Carolina, as implemented by S.C. Code Ann. § 4-1-170 *et seq.*

4. Fee in Lieu of Property Taxes. The County shall add all investment under the Project to the Company's existing negotiated fee-in-lieu of property tax arrangement ("FILOT") under S.C Code Ann. §§ 12-44-10 *et seq.* and the Fee Agreement. The FILOT arrangement is for a 30-year term (from each of the property tax years during the investment period in which qualifying assets are placed in service at the Project), with an extended investment period until December 31, 2018, a fixed millage rate of 405.5 mils, and an assessment ratio of 6% during the term of the FILOT.

5. Special Source Revenue Credit. In order to reimburse the Company for qualifying Project costs, including site preparation, infrastructure, and building construction and improvements, the County shall provide the Company with a Special Source Revenue Credit ("SSRC") for the Project equal to 60% of the Company's FILOT liability to the County for the initial ten (10) years and attributable to assets placed in service at the Project, and 40% of the FILOT liability to the County for the second consecutive ten (10) years and attributable to assets placed in service for the Project, for a total credit period of 20 years. This SSRC is in addition to the special source revenue credit granted to the Company by the County pursuant to that prior, separate and certain Infrastructure Credit Agreement, dated December 13, 2011, applying to other investment and FILOT payments made by the Company. The Company shall be responsible to coordinate its annual property tax return filings with the South Carolina Department of Revenue ("DOR") in order to ensure that each class of assets subject to a special source revenue credit under any agreement with the County is identified to the County through a separate annual certification to the County Auditor.

6. Business License Fees. The County shall not charge the Company business license fees, certain taxes (excluding real property taxes and fee in lieu of tax payments payable to the County) and other fees (“Fees”) on the Project except those Fees which may be charged to Company for the Project pursuant to the Intergovernmental Agreement dated December 1, 2012, between the County and the Town.

7. Severability. If any term, provision, or any portion of this Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this Amendment shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Second Amendment of Fee Agreement by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Second Amendment of Fee Agreement by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

RICHLAND COUNTY, SOUTH CAROLINA

WITNESSES:

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

(SEAL)

ATTEST:

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

WITNESSES:

[PROJECT RESOLVE]

By: _____
Its: _____

EXHIBIT A

Fee Agreement

Richland County Council Request of Action

Subject

An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fees on the investment by [Project Resolve], and other matters related thereto **[THIRD READING] [PAGES 38-46]**

Notes

First Reading: October 16, 2012

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, THE TOWN OF BLYTHEWOOD, SOUTH CAROLINA RELATING TO [PROJECT RESOLVE] AND THE BUSINESS LICENSE FEES ON THE INVESTMENT BY [PROJECT RESOLVE], AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, the County and the Town of Blythewood, South Carolina (“Town”) are negotiating with [Project Resolve] (“Company,” together with the County and the Town, “Parties,” each, a “Party”) regarding a potential, significant investment in the County and the Town (“Investment”);

WHEREAS, the County and the Town have each adopted ordinances that charge business license and other fees (“Fees”) on applicable businesses within the County and Town’s respective jurisdictional boundaries;

WHEREAS, as a part of the negotiation with the Company and because a portion of Investment is located, or will be located, within the jurisdictional boundaries of both the County and the Town, the Parties desire to enter into an Intergovernmental Agreement (“IGA”), the substantially final form of which is attached as Exhibit A, clarifying the Fees the Investment may be subject to;

WHEREAS, the terms of the IGA relating to the County have been negotiated by the County’s Economic Development Director, and County Council has been advised regarding the terms of the IGA.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled:

Section 1. *Authorization to Execute and Deliver IGA.* In the name of and on behalf of the County, the Chairman of the County Council (“Chairman”) or the County Administrator (“Administrator”) is authorized and directed to execute the IGA, which is in substantially final form and attached as Exhibit A, on behalf of the County. The Clerk of the County Council is authorized and directed to attest the IGA, and the Chairman or the Administrator is authorized and directed to deliver the IGA to the Town and the Company. The Chairman or the Administrator may approve and execute modifications and amendments to the IGA, which, after consultation with counsel and the County’s Economic Development Director, do not substantially modify the terms of the IGA.

Section 2. *Approval of Further Action.* The County Council and the duly elected or appointed officials of the County shall take any and all further action as may be reasonably necessary to effect the intent of this Ordinance and the IGA.

Section 3. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 4. *Severability.* Should any part, provision, or term of this Ordinance be deemed

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

Section 5. *Effective Date.* This Ordinance is effective after its third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington
Chairman, Richland County Council

ATTEST:

Michelle Onley
Clerk, Richland County Council

First Reading: October 16, 2012
Second Reading: November 6, 2012
Public Hearing: November 20, 2012
Third Reading: November 20, 2012

EXHIBIT A

FORM OF INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

THE TOWN OF BLYTHEWOOD, SOUTH CAROLINA

DATED AS OF

DECEMBER 1, 2012

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “*Agreement*”) is being entered as of this 1st day of December, 2012 between Richland County, South Carolina (the “*County*”), and the Town of Blythewood, South Carolina (the “*Town*,” together with the County, the “*Parties*,” each, a “*Party*”).

WITNESSETH:

WHEREAS, the County and the Town are vested with the powers to enter into agreements of this type pursuant to Constitution and statutes of the State of South Carolina (the “*State*”) and, in particular, Title 4 and Title 5 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the County and the Town now wish to cooperate as described herein for purposes of attracting a new investment by a company known as Project Resolve (the “*Company*”) which is expected to involve the expenditure of at least \$130,000,000 and the creation of at least 175 new, full-time jobs by December 31, 2018 (the “*Project*”), relating to the expansion of an existing manufacturing facility; and

WHEREAS, the Company owns real property assets relating to the Project in the County, of which a portion of those assets also lie, or will also lie, within the corporate limits of the Town;

WHEREAS, the Company represents to the County and the Town that more than 50.000% of the total square footage of all buildings owned by the Company within the County are located exclusively within the boundaries of the County and the Company anticipates that, after certain property to be acquired by the Company related to the Project which will be located in the Town, more than 50.000% of the total square footage of all buildings owned by the Company within the County will be located exclusively within the boundaries of the County; and

WHEREAS, the Company has requested the County and the Town to enter into this Agreement for purposes of confirming how the Company will be treated for purposes of payment of fees, certain taxes (excluding real estate taxes) as well as other jurisdictional issues.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT IN CONSIDERATION OF COMMITMENTS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

COMMITMENTS OF THE COUNTY AND THE TOWN

Section 1.1. *Agreement as to Location.* Based on the representations of the Company regarding the location of the Company’s physical assets and other information known to the County and the Town, the County and the Town hereby agree that more than 50.000% of the physical structures comprising all of the Company’s real property assets (as measured by total square footage of all buildings owned by the Company within the County) are located exclusively within the boundaries of the County.

Section 1.2. *Treatment of the Project.* Pursuant to this Agreement and the policy adopted by the Richland County Council on November 3, 2009, the entire business of the Company, including the Project, shall be treated as being located in the County and such business shall not be subject to Town fees, inspections and taxes, excluding real property taxes. Only the County's permitting requirements shall apply to the Project.

Section 1.3. *Future Changes.* If, as a result of any future expansions by the Company or any other change in circumstances, more than 50.000% of the Company's buildings (by total square footage of all buildings owned by the company in the County) are physically located within the corporate limits of the Town, then the entire business of the Company shall be treated as being located in the Town and such business shall not be subject to County fees, inspections and taxes, excluding real property taxes and fee in lieu of tax payments payable to the County.

ARTICLE II MISCELLANEOUS

Section 2.1. *Binding Effect of Agreement.* This Agreement represents binding and enforceable commitments of the Parties.

Section 2.2. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 2.3. *Complete Agreement; Amendment.* This Agreement constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no Party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement.

Section 2.4. *Events of Default; Remedies.* Should either Party hereto breach or fail to abide by any of the terms of this Agreement and is unable to cure such breach or otherwise comply with the terms of this Agreement within thirty (30) calendar days of the receipt of written notice from the other Party specifying the breach or area of noncompliance, then such Party shall be deemed to have caused an event of default under this Agreement. In such event, the Party that is injured by such event of default may take such action under law or in equity that it deems appropriate, including a demand for specific performance, in order to enforce its rights under this Agreement.

Section 2.5. *Counterpart Execution.* This Agreement may be executed in multiple counterparts.

Section 2.6. *Third Party Beneficiary.* The County and the Town hereby designate the Company as a third party beneficiary to this Agreement. It is understood and acknowledged by the County and Town that the Company would not have located the Project in the County and Town but for this Agreement. In the event of a breach or default of this Agreement by the County or Town, or any failure of the County or Town to abide by any terms of this Agreement, the Company has the rights and remedies of a Party under this Agreement as well as other remedies allowed by law, including the right to provide written notice to the Town or County under Section 2.4 of this Agreement of the Town or County's right to cure a breach or to comply with the terms of the Agreement, the failure of which by the Town or the County, as the case may be, shall be deemed to have caused a default under this Agreement.

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

THE TOWN OF BLYTHEWOOD, SOUTH CAROLINA

By: _____

Richland County Council Request of Action

Subject

12-32MA
Terry Darragh
Richland County Landfill, Inc.
RU to HI (79.11 Acres)
Screaming Eagle Rd.
31600-02-18(p) **[THIRD READING] [PAGES 47-49]**

Notes

First Reading: October 23, 2012
Second Reading:
Third Reading:
Public Hearing: October 23, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS A PORTION OF TMS # 31600-02-18 FROM RU (RURAL DISTRICT) TO HI (HEAVY INDUSTRIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as a portion of TMS # 31600-02-18 from RU (Rural District) zoning to HI (Heavy Industrial District) zoning, (as further described in Exhibit A, which is attached hereto).

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 _____, 2012.

RICHLAND COUNTY COUNCIL

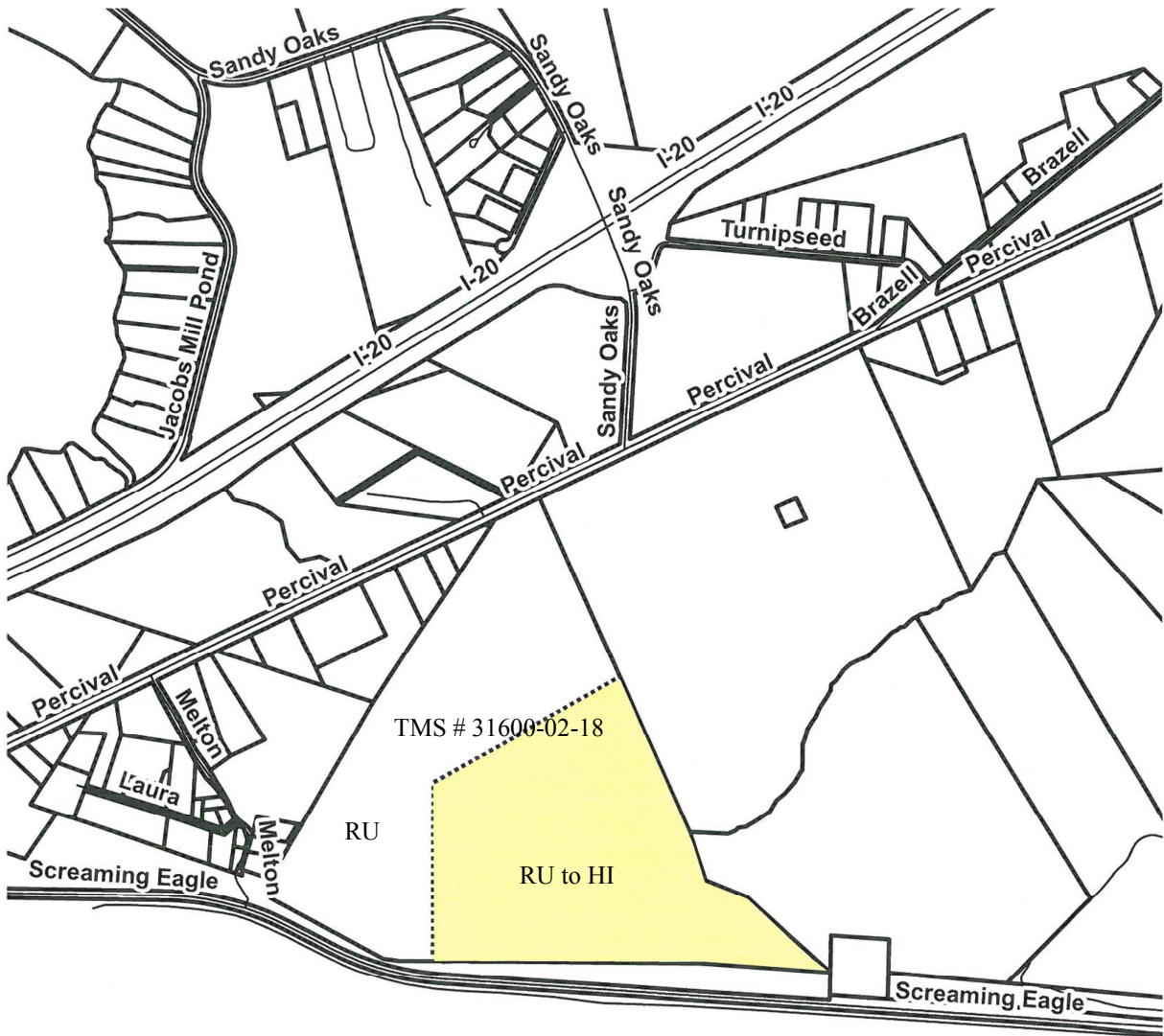
By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: October 23, 2012
First Reading: October 23, 2012
Second Reading: November 13, 2012 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as "Reserved" **[THIRD READING] [PAGES 50-69]**

Notes

First Reading: October 23, 2012

Second Reading:

Third Reading:

Public Hearing: October 23, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SO AS TO REPEAL THE GREEN CODE STANDARDS AND TO HAVE SECTION 26-186 READ AS “RESERVED”.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186; is hereby amended to read as follows:

Sec. 26-186. ~~Green Code standards.~~ Reserved.

- ~~(a) — Purpose. Green Code standards are intended to encourage the development of residential communities based upon the Comprehensive Plan for Richland County, and which are designed to:~~
- ~~(1) — Preserve and protect environmental resources, scenic vistas, and natural and cultivated landscapes; and~~
 - ~~(2) — Enhance land, water, air and tree resources by minimizing the area of land disturbance, reducing impervious surface, optimizing stream buffers, preserving tree cover and encouraging retention and protection of Conservation Areas; and~~
 - ~~(3) — Reduce infrastructure maintenance costs as a result of efficient community design; and~~
 - ~~(4) — Provide a Conservation Area and pedestrian linkages and wildlife corridors among residential communities and to encourage recreation opportunities; and~~
 - ~~(5) — Preserve significant historical and archeological features; and to preserve and protect contiguous undeveloped areas within the development.~~
- ~~(b) — Applicability/Establishment. The owner of property within an RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, or CC zoning district may apply the development standards found within this section, in lieu of the development standards set forth for the applicable zoning district, subject to meeting the requirements of this section.~~

~~(c) — *Application.* A property owner desiring to use the development standards of this section must first submit an application to the Planning department. The application shall be accompanied by an “Existing Features Site Analysis Plan” (see subsection (e), below), and a “Concept Plan” (see subsection (f), below). An application will not be accepted if the property has been clear-cut (i.e. marketable timber has been removed; provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months. In addition, property must utilize a public sanitary sewer, unless the owner obtains prior approval from DHEC to utilize a well and septic tank system.~~

~~(d) — *Approval by the County’s Soil and Water Department.* A Conservation Area that delineates the land that is to be set aside for conservation purposes must be certified and accepted by the Richland County Soil and Water department. The Planning department shall submit this information to the Soil and Water department for review.~~

~~(e) — *Existing Features Site Analysis Plan.* At time of development, and prior to preparing the Concept Plan, an Existing Features Site Analysis Plan, sealed by a registered engineer or landscape architect, shall be prepared and submitted by the applicant or developer.~~

~~(1) — The purposes of the Existing Features Site Analysis Plan are to:~~

~~a. — Delineate areas that have been identified as worthy of permanent protection as a Conservation Area because of their environmental values.~~

~~b. — Set forth the particulars of the site, including boundary, topographic data (minimum 2 foot contour intervals), existing structures and utility easements. County topographical data, current GIS data other published data will be acceptable.~~

~~c. — Provide the starting point for design of the conservation subdivision with built areas being designed as separate from the areas delineated as worthy of permanent protection.~~

~~(2) — The Existing Features Site Analysis Plan shall include, at a minimum, the following information:~~

~~a. — Perennial and intermittent streams, wetlands, and FEMA designated 100-Year Flood Hazard Zones. The source of this information shall also be indicated. USACE approved delineation is not required. Delineation of stream buffers along intermittent streams and perennial streams. The required buffers are:~~

~~For an Intermittent stream—a 25-foot buffer on each side, and~~

~~For a Perennial stream—a 50-foot buffer on each side.~~

~~For a delineated wetland area—a 50-ft buffer.~~

- ~~b. Identification of tree lines, native woodlands, open fields or meadows, peaks or rock outcroppings, and prime agricultural land.~~
 - ~~c. Delineation of tree resource areas by type, such as hardwoods, pines or mixed; and old or new growth, as determined by existing and published data.~~
 - ~~d. Delineation of steep slope areas (25% or greater). The plan shall provide for protective vegetative cover on slopes greater than forty percent (40%).~~
 - ~~e. Identification of historical, archeological or other significant features.~~
 - ~~f. Identification of the Conservation Area, Open Space, or common areas contiguous to the project.~~
 - ~~g. Identification of protected plant species as listed by the South Carolina Department of Natural Resources, to be certified by a registered landscape architect, forester, arborist, biologist, botanist or horticulturist.~~
 - ~~h. The plan also shall include a notarized statement by the landowner that marketable timber has not been removed (provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months within stream and/or wetland buffer areas in the previous twenty-four (24) months prior to the approval of a Concept Plan.~~
- ~~(f) *Concept Plan.* At time of development application, a Concept Plan shall be submitted by the developer for review and approval in accordance with the requirements and procedures of this chapter. A Concept Plan shall consist of either a site plan or a sketch plan, including the following information:~~
- ~~(1) Delineation and specifications of a Conservation Area, including calculations, and any “Neighborhood Greens,” play areas, or trail system to be constructed.~~

- ~~(2) A typical detail on the plan indicating minimum lot width, building setback lines, off-street parking, street trees, sidewalks, and street pavement and right-of-way width.~~
- ~~(3) Minimum Lot width area and percent of floodplain specifications in tabular form; and density calculations (gross and net).~~
- ~~(g) Conservation Area Requirements. In order to use the development standards of this section, the Conservation Area shall meet the following requirements:
 - ~~(1) Delineation. Priority shall be given in delineating Conservation Areas as those areas of significance identified in the Existing Features Site Analysis Plan, around which the built areas are designed.~~
 - ~~(2) Undeveloped and Natural. The Conservation Area shall remain undeveloped and natural except for the provision of non-motorized passive recreation opportunities, such as running, walking, biking, and similar outdoor activities. Trail construction and maintenance activities shall be allowed, including trail markers and routine mowing. For trail systems, boardwalks are allowed. Trail wetland and stream bank mitigation projects are also permitted. Natural vegetation shall not be disturbed, except for utility crossings within the required buffers.
 - ~~a. "Primary Conservation Areas" are required to be included in the Conservation Area. These areas shall be covered by a provision for permanent protection and shall include 100-Year floodplains, stream buffer zones, and slopes greater than forty percent (40%) consisting of a contiguous area of at least 5,000 square feet, wetlands, endangered or threatened species or their habitat, archeological sites, cemeteries or burial grounds.~~
 - ~~b. "Secondary Conservation Areas" are features that are acceptable and desirable for Conservation Area designation, and may be covered by the provisions for permanent protection. These include important historic sites, existing healthy, native forests of at least one (1) contiguous acre, scenic view sheds, peaks and rock outcroppings, prime agriculture lands consisting of at least five (5) contiguous acres, and existing trails that connect the tract to neighboring areas. Also considered Secondary Conservation Areas are "Neighborhood Greens" and storm water management facilities and practices, and these may be constructed and maintained in the Conservation Area. However, "Neighborhood Greens" shall not exceed twenty percent (20%) of the total required Conservation Area.~~~~~~

- ~~e. Proposed Permanent Lakes that will be used for wet detention shall be credited at fifty percent (50%) of the land area.~~
 - ~~d. Existing lakes that are used for stormwater detention shall be credited at one hundred percent (100%), and no more than fifty percent (50%) of land area located within a proposed permanent wet stormwater basin may be credited.~~
- ~~(3) Exclusions. The following features are excluded from the minimum amount of Conservation Area that must be set aside:~~
- ~~a. Residential yards.~~
 - ~~b. Impervious surfaces in recreation areas shall not be credited.~~
 - ~~c. Land area within power, gas pipeline easements, sewer line easements or pump stations shall not be credited unless these easements contain sensitive areas and are approved for common use areas.~~
 - ~~d. Land area devoted to public or private streets or any land that has been, or is to be, conveyed to a public agency for such use as parks, schools, or other public facilities, shall not be credited.~~
 - ~~e. Dry stormwater detention basins shall not be credited.~~
- ~~(4) Ownership of Conservation Areas. Prior to any building permits being issued for the subdivision, the Conservation Area that is delineated on the Final Plat shall be permanently protected by either one or both of the following options:~~
- ~~a. Option 1. Conveyance to Qualified Organizations or Entities. Except for "Neighborhood Greens," developed recreation areas or Secondary Conservation Areas not desired for permanent protection, the Conservation Area shall be permanently protected by the: 1) recording of a covenant or conveyance of an easement which runs in perpetuity under South Carolina law in favor of any corporation, trust, or other organization holding land for the use of the public or certain governmental entities; or 2) conveyance of a conservation easement running in perpetuity to a third party "qualified organization" recognized by Federal Treasury Regulation Section 1.170A-14(e)(1). Qualified organizations recognized by this Treasury Regulation include, but may not be limited to, governmental entities, local and national land trusts, or other conservation groups that are organized or operated primarily or substantially for one of the conservation purposes specified in~~

~~the Internal Revenue Code. Governmental entities that qualify to be named in covenants or to receive conservation easements under the Treasury Regulation referred to above for purposes of this section shall include the Federal government, the State of South Carolina, Richland County, or authorities of the State of South Carolina or Richland County. If a covenant is recorded or an easement conveyed in favor of a governmental entity, formal acceptance by the governmental entity or qualified conservation organization shall be obtained prior to the recording of the covenant or conveyance of the easement. The developer shall record the necessary legal instrument to accomplish protection of the Conservation Area prior to, or concurrent with, the recording of the Final Plat. Both the deed and the Final Plat shall contain, at a minimum, the following covenant:~~

~~“The Conservation Area conveyed by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed or cleared except to clean up storm damage, or to create or maintain hiking trails, and shall have the following goals: 1) protection of streams, floodplains and wetlands; 2) protection of steep slopes; 3) protection of woodlands, open fields and meadows; 4) protection of historical and archeological features; 5) protection of significant wildlife habitats; 6) protection of scenic vistas; and 7) passive recreation and connectivity with nearby open spaces. The following uses may be allowed: passive recreational amenities, such as pervious-surface paths and minimal parking spaces; picnic and restroom facilities (constructed facilities shall not exceed fifteen percent (15%) of the Conservation Area). This covenant is intended to benefit said area to the public and the use of same to the subdivision lot owners and residents, and it shall run in perpetuity.”~~

- ~~b. Option 2. *Conveyance to the Property Owners' Association.*—A deed conveying ownership of the Conservation Area in fee simple to a property owner's association shall be recorded and delivered prior to, or concurrent with, the recording of the Final Plat for the first phase of the subdivision. The legal instrument shall contain, at a minimum, the same language required to be placed on a deed as stated in Option 1 of this Section.~~

~~The property owner's association bylaws or covenants, at a minimum, shall contain the following provisions:~~

- ~~1. Governance of the association.~~

~~2. Lien rights to the association for maintenance expenses and tax obligations.~~

~~3. Responsibility for maintenance of the open space, including, if applicable, low impact development stormwater management mechanisms.~~

~~4. Responsibility for insurance and taxes.~~

~~5. Automatic compulsory membership of all lot purchasers and their successors; and compulsory assessments.~~

~~c. Conditions and timing of transferring control of the association from the developer to the lot owners.~~

~~The property owner's association, or other entity approved in advance by the Planning department, shall be responsible for the continuous maintenance and/or preservation of buffers, Conservation Area, trails and recreation areas.~~

~~(h) *Development Requirements.* Subdivisions shall meet the following requirements:~~

~~(1) Minimum Subdivision Size: 2 contiguous acres.~~

~~(2) Lot Area: No minimum.~~

~~(3) Minimum Yard Areas (Setbacks):~~

~~a. Front: 20 feet; provided, however, the front yard setback may be reduced to 5 feet if dwellings are provided side or rear entry garages.~~

~~b. Rear: 20 feet.~~

~~c. Side: 5 feet.~~

~~d. Corner lots secondary side 1/2 front or 10 feet~~

~~e. For alley loaded developments:~~

~~Front: 10 feet~~

~~Rear: 15 feet~~

~~Side: 3 feet, 6 feet combined~~

~~Corner lots secondary side 10 feet~~

~~f. For a zero "lot line" development:~~

~~Front: 15 feet~~

Rear: 15 feet
Side: 0 feet, 6 feet combined
Corner lots secondary side 7 1/2 feet

- ~~(4) Street Frontage Buffer along existing roads: Twenty five (25) feet in width (not part of any building lot). The street frontage buffer shall remain undisturbed and natural, except for entrance features, necessary street construction activities, right of way crossings, public utility easements, and corner right of way miters or radii. If the required street frontage buffer is void of vegetation, it shall be planted in accordance to landscape buffer type "A" to provide an effective visual screen, which may include landscaped berms and decorative fences. The street frontage buffer may be counted towards Conservation Area calculations.~~
- ~~(5) Maximum Height: Three (3) stories above ground level. (For the purpose of this subparagraph, "ground level" shall mean: the average finished ground elevation at the base of a structure to the highest point of the roof of the structure; provided that spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing, mechanical equipment, or other such structures that are placed above roof level and are not intended for human occupancy, shall not be subject to height limitations).~~
- ~~(6) Yards: All disturbed areas on dwelling lots shall be stabilized with sod, or landscaped with mulch and native plants for landscaping and stabilization of the entire lot.~~
- ~~(7) Street trees shall be provided along all roads at intervals of twenty five (25) feet and shall be 2½ inch caliper/10 feet in height at time of planting.~~
- ~~(8) Proposed utilities shall be located underground.~~
- ~~(9) Community streets shall be as follows:
 - ~~a. Main Roads twenty four (24) feet pavement width with 1.5 feet minimum rolled curb.~~
 - ~~b. Park Roads seventeen (17) feet pavement width with 1.5 feet minimum rolled curb. On cul-de-sac bulbs, the inside curb shall be one (1) foot ribbon curb.~~
 - ~~c. Street Lighting if street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).~~~~

- ~~d. All streets shall conform to Richland County standards for pavement section, horizontal and vertical curvature. All streets in the community will have sidewalks on at least one side.~~
- ~~e. Sidewalks shall provide access to community trail systems. All sidewalks shall be a minimum of five (5) feet wide and meet ADA standards. Sidewalks shall be setback five (5) feet from the curb, providing a grass or landscaped buffer between the sidewalk and roadway.~~
- ~~(10) Storm water management. Where possible, detention shall be accomplished in wet ponds. In addition, low impact development (LID) options shall be utilized when feasible throughout the community. However, in either case, storm water controls shall meet Richland County's standards. LID stormwater mechanisms, such as grassy cul-de-sacs and neighborhood greens shall be owned and maintain by the Home Owners' Association.~~
- ~~(11) Pervious material may be used for sidewalks and driveways. The maximum impervious surface allowed is fifty percent (50%) of the developed area.~~
- ~~(12) Certification shall be issued by the Richland County Council for the completion of development that meets the within Green code standards, which enhances the environment, improves our quality of life, and prioritizes Green Development.~~
- ~~(i) Density. The residential gross density in each zoning district is established in other sections of this Code; provided, however, bonus density shall be granted based on meeting open space conservation targets as follows:

 - ~~—30% required minimum open space—10% bonus density~~
 - ~~—40% open space provided—20% bonus density~~
 - ~~—50% open space provided—30% bonus density~~

~~Density bonus can be applied on a pro-rata basis for open space amounts falling between the benchmarks.~~~~
- ~~(j) Appeals. The Board of Zoning Appeals, consistent with section 26-58, shall hear appeals of decisions of the Planning Department pertaining to this section (26-186).~~

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-86, RU Rural District; Subsection (c), Development Standards; is hereby amended to read as follows:

(c) *Development standards.* See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~

(1) *Minimum lot area/maximum density:* Minimum lot area: 33,000 square feet (one acre), or as determined by the DHEC, but in no case shall it be less than 33,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings.

(2) *Minimum lot width:* 120 feet.

(3) *Structure size standards:* None.

(4) *Setback standards:* The following minimum setbacks shall be required for principal uses in the RU District:

a. Front: 40 feet.

b. Side: 20 feet.

c. Rear: 50 feet.

The minimum side and rear setback requirement for accessory buildings/structures in the RU District is twenty (20) feet. See also Section 26-185(b) of this chapter.

The landscape and bufferyard standards of Section 26-176 may require additional setback distances; if so, the most restrictive requirements shall apply.

(5) *Height standards:* The maximum height of structures in the RU District shall be 45 feet. Silos, barns, windmills, or other similar structures used for agricultural purposes are exempt from height requirements.

(6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.

(7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.

(8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter

- (9) *Signs*: Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/open space standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards*: None.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-87, RR Rural Residential District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-88, RS-E Residential, Single Family – Estate District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards*. See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~
 - (1) *Minimum lot area/maximum density*: Minimum lot area: 20,000 square feet, or as determined by DHEC, but in no case shall it be less than 20,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot, except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) of this chapter.
 - (2) *Minimum lot width*: 100 feet.
 - (3) *Structure size standards*: None.
 - (4) *Setback standards*: The following minimum setbacks shall be required for principal uses in the RS-E District.
 - a. Front: 35 feet.
 - b. Side: 10 feet.

c. Rear: 30 feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 of this chapter.

The minimum side and rear setback requirement for accessory buildings/structures in the RS-E District is ten (10) feet.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards:* The maximum height of structures in the RS-E District shall be 45 feet. Silos, barns, windmills or other similar structures used for agricultural purposes are exempt from height requirements.
- (6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.
- (9) *Signs:* Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards:* None.

SECTION V. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-89, RS-LD Residential, Single Family – Low Density District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards.* See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~

- (1) *Minimum lot area/maximum density:* Minimum lot area: 12,000 square feet or as determined by DHEC, but in no case shall it be less than 12, 000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) of this chapter.
- (2) *Minimum lot width:* 75 feet.
- (3) *Structure size standards:* None.
- (4) *Setback standards:* The following minimum setbacks shall be required for principal uses in the RS-LD District:
 - a. Front: 25 feet.
 - b. Side: 16 feet total for side setbacks, with 5 feet minimum on any one side.
 - c. Rear: 20 feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 of this chapter.

The minimum side and rear setback requirement for accessory buildings/structures in the RS-LD District is five (5) feet.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards:* The maximum height of structures in the RS-LD District shall be 45 feet.
- (6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.

- (9) *Signs*: Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/open space standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards*: None.

SECTION VI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-90, RS-MD Residential, Single Family – Medium Density District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards*. See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~
 - (1) *Minimum lot area/maximum density*: Minimum lot area: 8,500 square feet, or as determined by DHEC. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) and the special exception provisions for single-family zero lot line dwellings at Section 26-152(d) of this chapter.
 - (2) *Minimum lot width*: 60 feet.
 - (3) *Structure size standards*: None.
 - (4) *Setback standards*: The following minimum setbacks shall be required for principal uses in the RS-MD District:
 - a. Front: 25 feet.
 - b. Side: 13 feet total for side setback, with 4 feet minimum for any one side.
 - c. Rear: 20 feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 and Section 152 of this chapter.

The minimum side and rear setback requirement for accessory buildings/structures in the RS-MD District is five (5) feet.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards*: The maximum height of structures in the RS-MD District shall be 45 feet.
- (6) *Landscaping/bufferyard standards*: Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards*: Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities*: Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.
- (9) *Signs*: Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/open space standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards*: None.

SECTION V. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-91, RS-HD Residential, Single Family – High Density District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards*. See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~
 - (1) *Minimum lot area/maximum density*: Minimum lot area: 5,000 square feet, or as determined by DHEC. In no case shall the lot size be less than 5,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) and the special

exception provisions for single-family zero lot line dwellings at Section 152(d) of this chapter.

- (2) *Minimum lot width:* 50 feet.
- (3) *Structure size standards:* None.
- (4) *Setback standards:* The following minimum setbacks shall be required for principal uses in the RS-HD District:
 - a. Front: 25 feet.
 - b. Side: 12 feet total for side setbacks, with 4 feet minimum setback for any one side.
 - c. Rear: 20 feet.

The minimum side and rear setback requirement for accessory buildings or structures in the RS-HD District is five (5) feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 and Section 26-152 of this chapter.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards:* The maximum height of structures in the RS-HD District shall be 45 feet.
- (6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.
- (9) *Signs:* Signs shall be regulated by the requirements of Section 26-180 of this chapter.

- (10) *Recreation/open space standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards:* None.

SECTION VI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-92, MH Manufactured Home Residential District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION VII. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-93, RM-MD Residential, Multi-Family – Medium Density District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION VIII. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-94, RM-HD Residential, Multi-Family – High Density District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION IX. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-105, C Conservation Overlay District; Subsection (d), Development Standards; Paragraph (6), Recreation/open space standards; is hereby amended to read as follows:

- (6) *Recreational/open space standards:* ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the provisions established in Section 26-186 of this chapter~~ None.

SECTION X. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-109, CRD Corridor Redevelopment Overlay District; Subsection (d), Development Standards; Paragraph (7), Recreation/open space standards; is hereby amended to read as follows:

- (7) Recreation/Open Space Standards: All CRD developments that include residential units shall be required to dedicate open space. The amount of useable open space required for dedication shall be determined using the Open Space Dedication Matrix below. ~~Unless otherwise specified below, the requirements of Section 26-186 of this chapter shall apply.~~

SECTION XI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-111, CC Crane Creek Neighborhood District; Subsection (d), Property Development Standards; Paragraph (3), Crane Creek Standards Summary Table; is hereby amended to read as follows:

(3) *Crane Creek Standards Summary Table.*

	CC-1 – Residential	CC-2 – Neighborhood Mixed Use	CC-3 – Activity Center Mixed Use	CC-4 – Industrial	
Building Type	Single-Family, Detached Dwelling				
	Townhouse				
	Civic/Institutional				
		Loft Dwelling Units			
		Live-Work Units			
		Commercial/Office			
		Mixed-use, nonresidential			
Minimum Open Space	As required in Section 26-186. The requirements of Section 26-111 (d) (11) do not apply.	10% of development acreage. The requirements of Section 26-111 (d) (11) apply.			
Sidewalk	5 feet				
Drainage	Open Swale or Closed	Closed and LID			
Minimum Height	None	30 feet for mixed use buildings.		None	
Maximum Height	45 feet	45 feet	75 feet (only applies to Loft Dwelling, Commercial/Office, and Mixed Use, non-residential)	75 feet	

LID – Low Impact Development Techniques

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

SECTION XIV. Effective Date. This ordinance shall be enforced from and after December 31, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 23, 2012
First Reading: October 23, 2012
Second Reading: November 13, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (J), Protection of Existing Trees During Development; Paragraph (3), Exemption - Protection; so as to remove buffer and BMP requirements for forestry activities **[THIRD READING] [PAGES 70-72]**

Notes

First Reading: October 23, 2012
Second Reading:
Third Reading:
Public Hearing: October 23, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE AND PERFORMANCE STANDARDS; SECTION 26-176, LANDSCAPING STANDARDS; SUBSECTION (J), PROTECTION OF EXISTING TREES DURING DEVELOPMENT; PARAGRAPH (3), EXEMPTION – TREE PROTECTION; SO AS TO REMOVE BUFFER AND BMP REQUIREMENTS FOR FORESTRY ACTIVITIES.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-176, Landscaping Standards; Subsection (j), Protection of Existing Trees During Development; Paragraph (3), Exemptions – Tree Protection; is hereby amended to read as follows:

- (3) *Exemptions – tree protection.* Commercial timber, tree farms, agricultural operations, or timber clearing on private property are exempt from tree protection requirements, but must comply with the buffer requirements and other voluntary protective measures known as “Best Management Practices (BMPs)”, as published by the South Carolina Forestry Commission. In addition to the BMPs, this shall include an undisturbed buffer along the entire perimeter of the property, including road frontages, except for approved access crossings. Such buffer shall be fifty (50) feet wide or equal to the required setback for the zoning district in which the property is located, whichever is greater.

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 _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY
OF _____, 2012.

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 23, 2012
First Reading: October 23, 2012
Second Reading: November 13, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book "13" at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS# 07313-07-01 **[SECOND READING] [PAGES 73-87]**

Notes

October 23, 2012 - The Committee recommended that Council approve the quitclaim to the unopened road back to the Robinson family as requested.

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

Richland County Council Request of Action

Subject: Quitclaim Unopened Road off Skyland Drive

A. Purpose

County Council is requested to approve the quitclaim of an unopened road off Skyland Drive to the adjoining property owner.

B. Background / Discussion

Attorney W. D. Morris contacted Public Works on June 27, 2012 concerning the quitclaiming of a portion of land for a proposed road off Skyland Drive in District 5 (R07313-07-01) back to his client, Mary Tyler Robinson. A map of the parcel is attached for reference.

A quitclaim is a transfer of all one's interest, as in a parcel of real estate, especially without a warranty of title.

In July 1959 Richland County accepted a deed for a proposed road off Skyland Drive. The grantor of this road was the Robinson family. This road was never opened and has become overgrown and impassable to vehicular traffic. There are three lots that would become land locked by the closing of this road. However, the Estate of Mary T. Robinson owns all these lots. Also, staff has included a plat of the property which shows property lines to be abandoned along with a note which reads:

“ALL 4 PARCELS SHOWN ABOVE IN THE NAME OF MARY T. ROBINSON ARE TO BE COMBINED INTO ONE TMS PARCEL CONTAINING 5.41 ACRES TOTAL.”

This road would never be extended due to the fact that there are numerous car lots where any road extension would be.

There is correspondence on file dated July 1988 where consideration was given to opening this road to access the car lots fronting on Greystone Blvd. Once the Skyland Drive Neighborhood Home Owners Association (SDNHA) became aware of this, the association put together a petition drive to oppose opening the road. One hundred and nine signatures were obtained to oppose the opening of this road. This correspondence is attached. There is no reference in the file if the opening of this road ever went to County Council.

The draft quitclaim agreement is attached.

C. Legislative / Chronological History

This request came from the attorney representing the Robinson family; therefore, there is no legislative history.

D. Financial Impact

There will be no financial impact to Richland County. In fact, this property, once quitclaimed back to the Robinson family, will be placed back on the tax rolls.

E. Alternatives

1. Approve the request to quitclaim this “proposed road” back to the Robinson family as requested.
2. Do not approve the quitclaim request and leave everything “as is.”

F. Recommendation

It is recommended that Council approve the request to quitclaim this unopened road back to the Robinson family as requested.

Recommended by: David Hoops Department: Public Works Date: October 3, 2012

G. Reviews

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 10/12/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: <u>Elizabeth McLean</u>	Date: 10/18/12
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion. This request requires an ordinance.	

Administration

Reviewed by: <u>Sparty Hammett</u>	Date: 10/18/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Recommend Council approval of the quitclaim request.	

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE AUTHORIZING A QUIT-CLAIM DEED TO MARY TYLER ROBINSON FOR AN UNNAMED ROAD SHOWN ON A PLAT IN PLAT BOOK "13" AT PAGE 147 AND RECORDED IN THE RICHLAND COUNTY REGISTER OF DEEDS; AND BEING FURTHER DESCRIBED AS RICHLAND COUNTY TMS# 07313-07-01.

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

SECTION I. For and in consideration of the sum of \$1.00, the County of Richland and its employees and agents are hereby authorized to grant to MARY TYLER ROBINSON a quit-claim deed for an unnamed road shown on a plat in Plat Book "13" at page 147 and recorded in the Richland County Register of Deeds, also known as Richland County TMS# 07313-07-01, and as is further specifically described in the attached quit claim deed, which is incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Kelvin Washington, Chair

Attest this _____ day of
_____, 2012.

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

THIS SPACE LEFT BLANK FOR RECORDING PURPOSE

STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF RICHLAND)

THIS QUIT-CLAIM DEED, executed this _____ day of _____, 20____ by Richland County, (hereinafter "Grantor"), to Mary Tyler Robinson, (hereinafter "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, successors, assigns, legal representatives and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quit-claim unto the Grantee, their heirs, successors, and assigns, forever, all their right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being that portion of roadway shown as Proposed Road on a plat prepared for the Estate of Alice I. Robinson made by Joseph Keels, dated Feb. 27, 1958 and recorded in the ROD for Richland County in Plat Book "13" at page 147.

Tax Map Sheet 07313-07-01

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

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

WITNESS my hands and seals this _____ day of _____, 20_____

B. Dale Lowder, President
Skyland Drive Neighborhood Homeowners Association
130 Castle Road, Columbia, South Carolina 29210
(803) 765-9051

July 7, 1988

RECEIVED

JUL 11 1988

RICHLAND COUNTY
PUBLIC WORKS

Mr. Ralph Pearson
Richland County Public
Works Department
400 Powell Road
Columbia, SC 29203

RE: County Road, Tax Map No. 07310

Dear Mr. Pearson:

Enclosed please find a copy of the Skyland Drive Neighborhood Homeowners Association petition in opposition to opening a county road. This petition is the one I referred to in my letter to you of February 16, 1988. Although, I understand that Richland County has decided not to take any action concerning this road, I would appreciate it if you would contact me immediately if that decision changes. As you can see there is strong opposition to reopening this county road. Our neighborhood has been very concerned about not only the county road but any other actions taken which would jeopardize the integrity of our quiet residential area.

I appreciate the help that you have given us concerning this matter. Please feel free to call if you have any questions.

Sincerely,



B. Dale Lowder

BDL:sp
Enclosure

SKYLAND DRIVE NEIGHBORHOOD HOMEOWNERS ASSOCIATION

PETITION IN OPPOSITION TO OPENING OF COUNTY ROAD

159

We, the undersigned residents of and members of the Skyland Drive Neighborhood Homeowners Association hereby oppose the reopening of the county road located adjacent to the properties of George H. Robinson and running between the property occupied by Ken Hyatt Chrysler Dealership and Skyland Drive; said lot is more specifically identified through reference to Richland County Property Tax Map Sheet No. 07310 which is attached to this petition and incorporated by reference.

<u>Barbara DeBucher</u>	<u>130 Castle Rd. 2910</u>	<u>465-9051</u>
<u>Frederick H. H. H. H.</u>	<u>179 Castle Rd</u>	<u>779-0048</u>
<u>Mary J. Robinson</u>	<u>1131 Skyland Dr</u>	<u>779-2974</u>
<u>Art S. Schepel</u>	<u>513 Skyland Dr</u>	<u>779-8313</u>
<u>Mary Callahan</u>	<u>521 Skyland Dr</u>	<u>779-0373</u>
<u>Stanley R. Bond</u>	<u>130 Castle Rd</u>	<u>765-9051</u>
<u>George H. Robinson</u>	<u>1131 Skyland Dr</u>	<u>779-2974</u>
<u>Art S. Schepel</u>	<u>513 Skyland Dr</u>	<u>779-8313</u>
<u>Patrick H. Callahan</u>	<u>521 Skyland Dr</u>	<u>779-0373</u>
<u>Robert & Mary C. Kuff</u>	<u>136 Castle Rd</u>	<u>252-7453</u>
<u>Anthony M. Holder</u>	<u>146 Castle Rd.</u>	<u>252-6755</u>
<u>Anthony M. Holder</u>	<u>146 Castle Rd</u>	<u>252-6755</u>
<u>Anthony D. Tuttle</u>	<u>145 Castle Rd.</u>	<u>765-2828</u>
<u>EM Whitman</u>	<u>189 Castle Rd</u>	<u>252-7243</u>
<u>Harmon Johnson</u>	<u>189 CASTLE RD</u>	<u>765-2882</u>
<u>Kurt von Beechmann</u>	<u>189 CASTLE RD</u>	<u>765-2882</u>
<u>Robert Parutan</u>	<u>185 Castle Rd</u>	<u>779-4146</u>
<u>Rob Sun</u>	<u>112 CASTLE RD.</u>	<u>779-0329</u>
<u>Shirley Kuper</u>	<u>116 Castle Rd</u>	<u>252-9450</u>
<u>Jan Overstreet</u>	<u>1100 Skyland Dr. Kirkland 2-3</u>	<u>779-8862</u>

8

Betty J. Christensen	135 Castle Rd.	765-0895
Rosede P Christensen	135 Castle Rd	765-0895
Martha H Christensen	126 Castle Rd	252-4663
Nancy C Christensen	126 Castle Rd.	252-3663
Joanne J. Goghly	120 Castle Road	779-3614
Lana Blitch	500 Skyland Dr.	252-2575
Herb Blitch	"	"
Ruth R. Mobley	4 Hillmark Dr.	252-3015
Leigh V. Peck	8 Hillmark Dr	252-2432
Sperry Moore	"	252-2432
Leigh H Peck	"	"
Janola Peck	"	"
Jack Peck	"	"
John Crumpton	20 Hillmark Dr.	765-5866
Carol Ann Crumpton	20 Hillmark Dr.	765-5866
MS Chew	32 HILLMARK DR.	779-2754
ELMORA CHEW	"	"
Robert S. Pierce	36 Hillmark Dr	252 9767
Wendy B. Bronkew	86 Hillmark Drive	771-7555
M. Ann Bronkew	"	"
Danny J. Stanley	"	"
Herbert R. Johnson	84 Hillmark DR.	765-9282
Pat Johnson	"	"
Mark Suggert	420 Skyland Dr	765-2622
Terri Suggert	"	"
David L. Handy	412 Skyland Dr.	765-2042
Kathy F. Handy	412 Skyland Dr.	765-2042

Russ H. Sumner	408 Skyland Dr.	252 5183
Fani 2 Puma	411 Skyland Dr.	779-0219
Dot Gause	411 Skyland Dr.	779-6214
David B. Bault	501 Skyland Dr.	765-0477
Nebbia Bault	501 Skyland Dr.	765-0477
Mrs. R. E. Davis	501 Skyland Dr.	779-0235
Johnny H. Davis	426 Sedgefield Dr.	252-5979
Caroline Davis	426 Sedgefield Dr.	252-5979
Dennis Davis	" "	"
Cynthia Cole	414 Sedgefield Dr.	779-7702
Edward Long	" "	779-7702
Emily Tucker	500 Sedgefield Dr.	765-1724
Gene & Louise Baykin	514 Skyland Dr.	765-2655
Elaine Blanks	510 Sedgefield Rd.	254-3330
William P. Blanks, Jr.	510 Sedgefield Rd.	254-3330
William K. Blanks	510 Sedgefield Rd.	254-3330
Kathryn B. Manos	520 Sedgefield Dr.	779-3880
John N. Manos	520 Sedgefield Dr.	779-3880
Mr Mrs Joe H. Wylie	601 Skyland	7659220
Joe H. Wylie	601 Skyland Dr.	765-9220
Skip White	100 W. Shawnee Rd.	779-0565
Barbara White	100 W. Shawnee Rd.	779-0563
Jane Metts	60 Hillmark Dr.	771-7809
Bugs Metts	60 Hillmark Dr.	771-7809
Jim P. Wallis	56 Hillmark Dr.	779-7570
Maria Vittoria	56 Hillmark Dr.	779-7570
Akew Bursdrick	529 Skyland Dr.	252 8750
Lloyd E. Tibby	528 Skyland Dr.	256-4068
Sue Tibby	528 Skyland Dr.	256-4068

Carol Roof	614 Skyland Dr.	779-1227
Wendy Boles	614 Skyland Dr	779-1227
Shirley Milam	628 Skyland Dr	252-5722
Bill Suppasa	118 Normandy Rd.	765-9415
Thomas J. H. Mich	124 Normandy Rd.	252-7704
Luis L. McShaw	124 Normandy Rd	252-7704
Holly Flake	112 Normandy Rd	765-2037
Joseph B. Munero	119 Normandy	771-4956
David Morgan	137 Normandy	737-8829
Ed D. Morgan	137 Normandy Rd.	771-5151
L. Edward Stevenson	145 Normandy Rd.	254-8514
Curtis J. Jager	138 Normandy Rd.	29210 779-2761
W. Stuart Miller	111 Normandy Rd.	29210 765-1251
Susan B. Miller	111 Normandy Rd	29210 765-1251
Bhoda D. Hayes	115 Normandy Rd	29210
Tim Rogers	533 Harden St.	254-3148 799-3767 CO. 799-4897 Ch.
Dick Harpootlian	1720 Main St	265-2621
Harvey Dempsey	B-5 Birchhill	
Frank Riggs	C-1 Birchhill	252-2785
Mildred C. Robinson	J-3	" " 256-2675
Jesse S. Trout	G-4	" " 254-1857
Elizabeth M. Holt	D-3	" " 254-9106
Everett "Betty" Reavis	O-5	" " 254-6217
Ronis Walters	A-6	" " 256-0717
William C. McKellar	O-8	" " 256-8979
Ron Banisjs	O-7	" " 799-2645
Kevin P. Phillips	L-8	" " 256-2597
James A. Cayatt	P-1	" " 799-0770

David Lee	Q-5 Riverview	252-8829
Charles Hall	R 2 Riverview	772-6971
Lynn & Benpton	H-1 Riverview	768-1335
Wickie Sturdevant	LS Riverview	799-3844

Being duly sworn, I hereby state
that the foregoing Highland Drive Neighborhood
Homeowners Association Petition in Opposition
to opening of county road consists of five signature
pages, including the front page and this page
and he attached a copy of Richland County Map
Job Map No. 07310.

July 5, 1988

Barb Dale Jordan,
President, Highland Drive Neighborhood
Homeowners Assoc.

Sworn to and subscribed before me
on this the 7th day of July, 1988

Elke E. Watkins

Notary Public for S.C.
My Commission Expires:

Quit Claim to Robinson Properties Richland County Right of Way TMS R07313-07-01



Legend

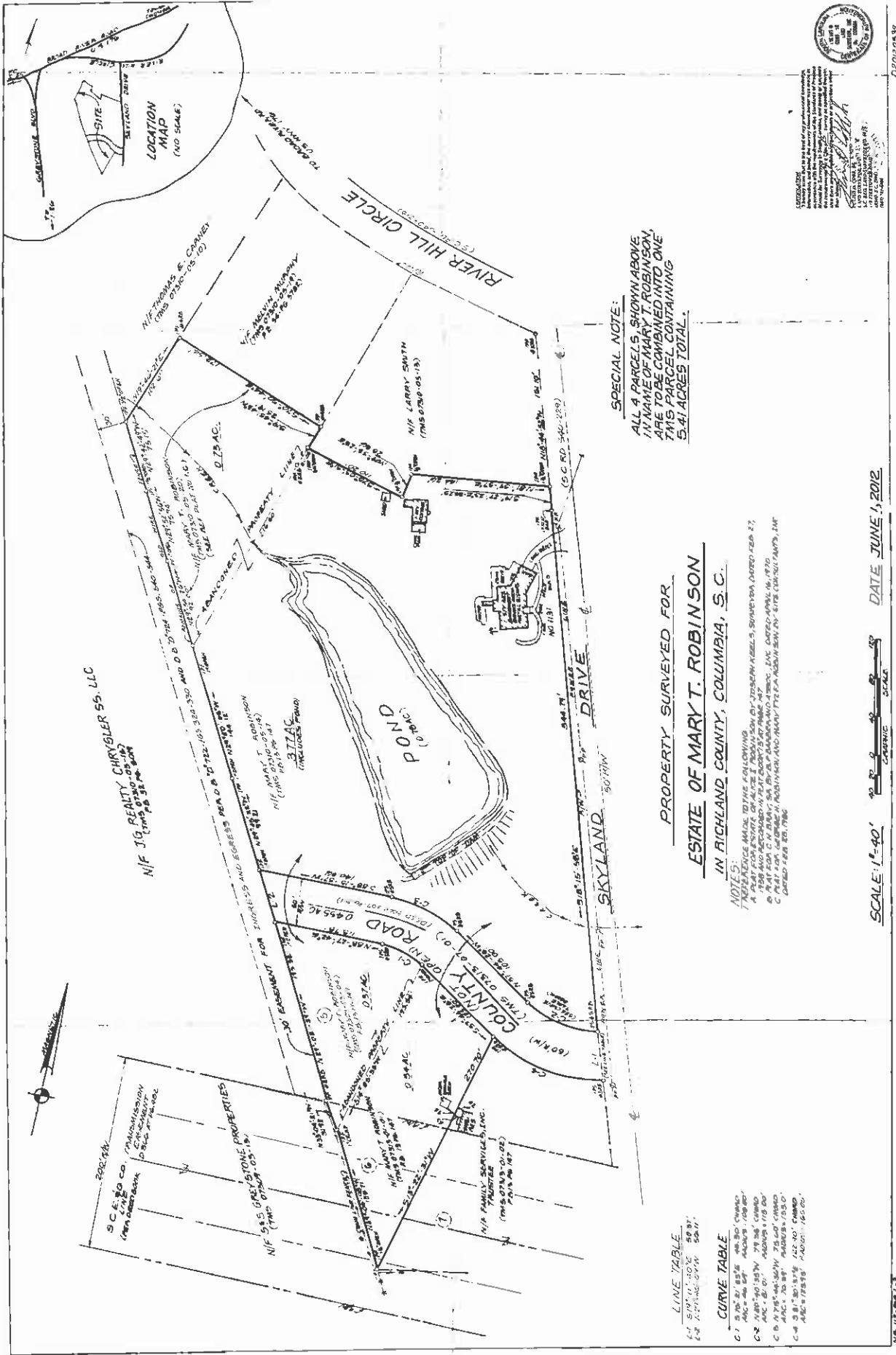
- Parcels
- Roads
- Richland County
Quit Claim Property
- Properties that will
be joined



0 25 50 100 150 200 250
Feet



This is a product of the Richland County
Public Works Department 2012



Richland County Council Request of Action

Subject

An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS# 15209-01-04, also known as 218 McNulty Street **[SECOND READING] [PAGES 88-101]**

Notes

October 23, 2012 - The Committee recommended that Council approve the power line easement to SCE&G for 218 McNulty Street, per the request of the Richland County Public Library, contingent upon clarification of the easement location and language associated with the easement, as well as the potential for compensation.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request for Action

Subject: Power Line Easement to SCE&G (218 McNulty Street - RCPL)

A. Purpose

County Council is requested to approve an easement to SCE&G for power line placement along the western boundary of property owned by the County (for the benefit of the Richland County Public Library). The property involved is the Blythewood Branch of the RCPL at 218 McNulty Street.

B. Background / Discussion

The Legal Department was approached by Steve Sullivan from the RCPL and SCE&G (Paul Thompson) for a power line easement along the western property line of a parcel owned by the County. The property borders property of Bethel Baptist Church to the west. The property is located on McNulty Street and houses the Blythewood Branch of the RCPL. Even though the property is used by the RCPL, the title is in the name of Richland County, for the benefit of the Public Library; thus, Richland County must approve and execute the easement. According to Mr. Sullivan, the RCPL Board of Trustees approved the request at its October 8, 2012, meeting. The item has now been forwarded to Richland County for approval and execution.

Please see the attached easement and GIS map for the location of the requested easement. Additionally, I have included an email from Paul Thompson describing the project and need for the requested easement.

As you will see from the easement, the easement area is not clearly defined. I will ask that SCE&G provide (before second reading), a revised easement and project drawing properly identifying the easement area.

C. Legislative/Chronological History

None.

D. Financial Impact

No known financial impact.

E. Alternatives

1. Adopt the ordinance.
2. Do not adopt the ordinance.

F. Recommendation

Council Discretion.

Recommended by: Elizabeth A. McLean

Department: Legal

Date: 10/10/12

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Request appears consistent with previous request with no financial impact. If approved, recommendation would be to make it contingent upon the clarification mentioned by legal in the last paragraph of the background section.

Planning

Reviewed by: Tracy Hegler

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Most of the impact is stated in the attached email to be on Bethel Baptist Church property, but agree with need for more clarification of the location. There is no perceived impact to Planning.

Conservation

Reviewed by: Buddy Atkins

Date: 10/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

In the proposed easement, the following language has been included:

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

The above language should be deleted from the proposed easement since SCE&G is requesting to install an overhead electric line.

The proposed easement also contains the language:

Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

As previously stated, any reference to underground pipes should be excluded from the easement. Additionally, the language implies Richland County (Grantor) is responsible for maintaining certain maximum ground coverage. All maintenance of the overhead line easement to comply with vegetation management standards is the responsibility of SCE&G (Grantee). **The easement should be amended to accurately reflect said vegetative maintenance responsibility.**

The easement should be amended to state explicitly what type of electric line is being proposed-transmission or distribution. The line type will control the required ROW width. If indeed this is a distribution line, the proposed ROW is correct. However, if this is a transmission line, the width is inadequate and will be wider than stated which will have an environmental impact to the County's property and tree resources. The proposed easement states:

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed;

Lastly, I would recommend Council reconsider the proposed payment "of One Dollar (\$1.00) received from Grantee" to more accurately account for the environmental and conservation devaluation caused by locating the electric line on Richland County property.

Public Works

Reviewed by: David Hoops

Date: 10/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend clarification of the bounds of the easement, refer to comments made by Mr. Atkins regarding multiple use of the easement, and consider impact on trees lining the route of the easement.

Legal

Reviewed by: Elizabeth McLean

Date: 10/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: This request is for a standard power line easement. As noted in my ROA, the easement MUST be amended before third reading, as it fails to adequately describe the easement area; other than that issue, the language is discretionary and fairly standard for easement requests we have received from SCE&G. If Council would like to address the language allowing for underground utilities, we can take such a request to SCE&G. I assume the language is present so that the company can change power distribution methods without having to change the easement in each case. As I have stated, that decision is left to Council's discretion. I do not think that it

is necessary to state which specific type of line is being placed, as the easement area will be specifically described and will not be affected by the type of line.

Lastly, I will address Dr. Atkins' recommendation that the \$1.00 consideration be removed or amended to reflect the actual diminution in value. The present language is very standard and is merely a recital of the consideration for the contract, which is necessary for the contract to be valid. I am not aware that any diminution in value of county property has been asserted here, and would frankly be hard to even guess what that might be at this point as the easement area hasn't been properly defined.

I would recommend approval of the item, with the condition that the specific easement area be defined before second reading and with any other changes that Council may deem appropriate.

Administration

Reviewed by: Sparty Hammett

Date: 10/17/12

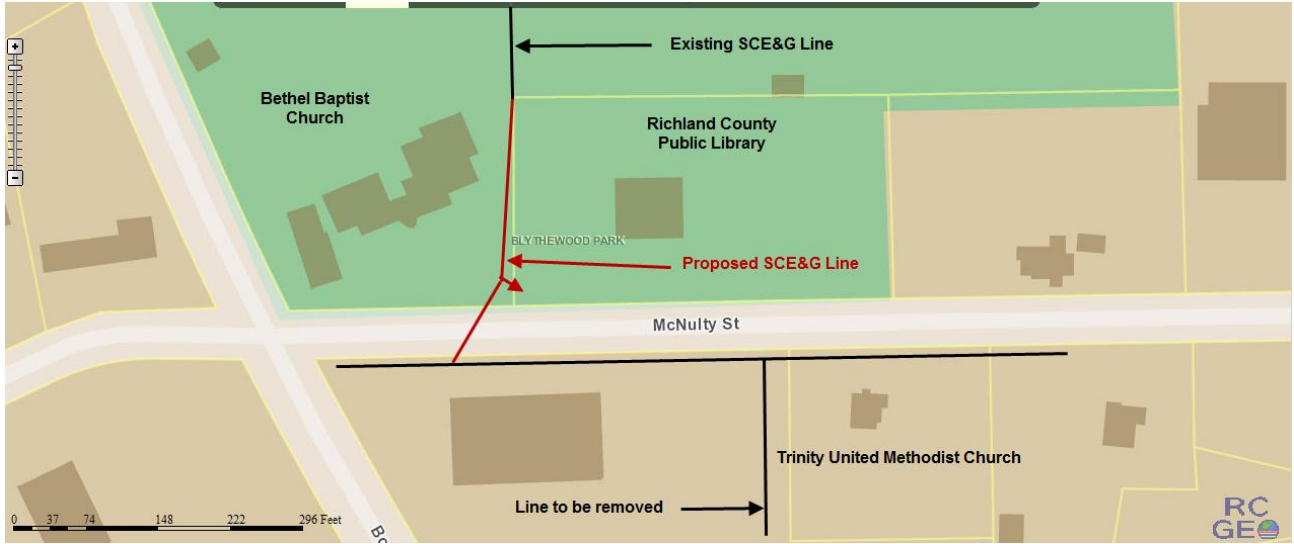
Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval with the following three changes:

- (1) The specific easement area should be defined,
- (2) Any reference to underground utilities should be deleted from the easement, and
- (3) SCE&G should be responsible for vegetative maintenance.



STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE AUTHORIZING A UTILITY EASEMENT/RIGHT-OF-WAY TO SOUTH CAROLINA ELECTRIC & GAS COMPANY ON PROPERTY IDENTIFIED AS TMS# 15209-01-04, ALSO KNOWN AS 218 MCNULTY STREET.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a utility easement right-of-way to South Carolina Electric & Gas Company, upon land identified as TMS Number 15209-01-04, located at 218 McNulty Street, and as is more fully described in the easement/right-of-way, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2012.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin Washington, Chairperson

Attest this _____ day of
_____, 2012.

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

INDENTURE, made this _____ day of _____, 2012 by and between **Richland County for The Richland County Public Library** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Richland**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **1.90 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Felix H. Rimer, Jr. et al**, dated or recorded **1/11/1991**, and filed in the Register of Deeds office for **Richland** County in Deed Book **1014** at Page **419**.

Property is located on McNulty Street.

Right of way granted to extend overhead line along common property line of Grantor and n/f Bethel Baptist Church.

TMS: 15209-01-04

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Richland County for The Richland County

Public Library

By: _____

_____ (SEAL)

1st Witness

Name:

Title:

2nd Witness

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Richland**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____, of **Richland County for The Richland County Public Library**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this ____ day of _____, 2012

Signature of Notary Public State of SC

My commission expires: _____

**RIGHT OF WAY GRANT TO
SOUTH CAROLINA ELECTRIC & GAS COMPANY**

Line: **McNulty Rd**

County: **Richland**

R/W File Number: **17922**

Grantor(s): **Richland County for The Richland County Public Library**

Return to: SCE&G

From: THOMPSON, PAUL E III <PETHOMPSON@scana.com>
Sent: Wednesday, October 10, 2012 9:39 AM
To: ELIZABETH MCLEAN
Subject: RE: SCE&G Easement and Richland County Public Library Property
Attachments: McNulty Street.pdf

Mrs. McLean, Trinity United Methodist Church on McNulty street is planning an additional building. Currently we have a power line running through their tract where they plan to construct the building. We have an existing three phase line to the rear of the library which can feed McNulty Street. Bethel Baptist Church next to the library has verbally agreed to allow SCE&G to extend along the property line between them and the library. The new section of line would mostly be on the Bethel Baptist Church property with only the down guy anchor and some tree trimming on the library tract. This also allows SCE&G to make changes being requested by the Town of Blythewood in the near future. Attached is a sketch of proposed work. Thank you, Paul Thompson, SCE&G Right of Way.

From: ELIZABETH MCLEAN [mailto:MCLEANE@rcgov.us]
Sent: Wednesday, October 10, 2012 9:08 AM
To: THOMPSON, PAUL E III
Subject: RE: SCE&G Easement and Richland County Public Library Property

Mr. Thompson,

Could you please provide me with a summary of the project (why you need the easement)? I will need to provide it to County Council. I need it ASAP as the deadline for the committee meeting was yesterday.

Thanks,
Elizabeth

Elizabeth McLean
Assistant County Attorney
Richland County Attorney's Office
2020 Hampton Street, Room 4018
PO Box 192
Columbia, South Carolina 29202
(803) 576-2078 (fax) 803-576-2139
mcleane@rcgov.us

ATTORNEY-CLIENT OR OTHER PRIVILEGED INFORMATION NOT FOR DISSEMINATION BEYOND ORIGINAL ADDRESSEE(S) AND COPIED RECIPIENT(S)

From: Sullivan, Steve [mailto:Sullivan@MyRCPL.com]
Sent: Tuesday, October 09, 2012 1:53 PM
To: ELIZABETH MCLEAN
Cc: THOMPSON, PAUL E III
Subject: SCE&G Easement and Richland County Public Library Property

Ms. McLean,

I work for the Richland County Public Library. I was contacted by Paul Thompson with SCE&G last month regarding an easement for an overhead line at our Blythewood branch library. The library has no issues with

his proposed line. The library's Board of Trustees considered the proposal at their meeting last night, October 8, 2012, and passed it as an agenda item.

The property is titled to Richland County for the Richland County Public Library. I thought it proper to send this on to you now for further consideration and execution. Is this, indeed, the way this works?

S. Sullivan

Steve Sullivan
Operations Supervisor
Richland County Public Library
1431 Assembly Street
Columbia, SC 29201
803.929.3418
803.622.5314 (mobile)

INDENTURE, made this _____ day of _____, 2012 by and between **Richland County for The Richland County Public Library** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Richland**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead ~~or underground~~ electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, ~~cables, conduits, pad-mounted transformers,~~ guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **1.90 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Felix H. Rimer, Jr. et al**, dated or recorded **1/11/1991**, and filed in the Register of Deeds office for **Richland** County in Deed Book **1014** at Page **419**.

Property is located on McNulty Street.

Right of way granted to extend overhead line along common property line of Grantor and n/f Bethel Baptist Church.

TMS: 15209-01-04

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

~~Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.~~

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines ~~and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed;~~ provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. ~~Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines.~~ Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Richland County for The Richland County Public Library

By: _____ (SEAL)
Name: _____ Title: _____

1st Witness

2nd Witness

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Richland**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____, of **Richland County for The Richland County Public Library**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2012

Signature of Notary Public State of SC

My commission expires: _____

**RIGHT OF WAY GRANT TO
SOUTH CAROLINA ELECTRIC & GAS COMPANY**

Line: **McNulty Rd**

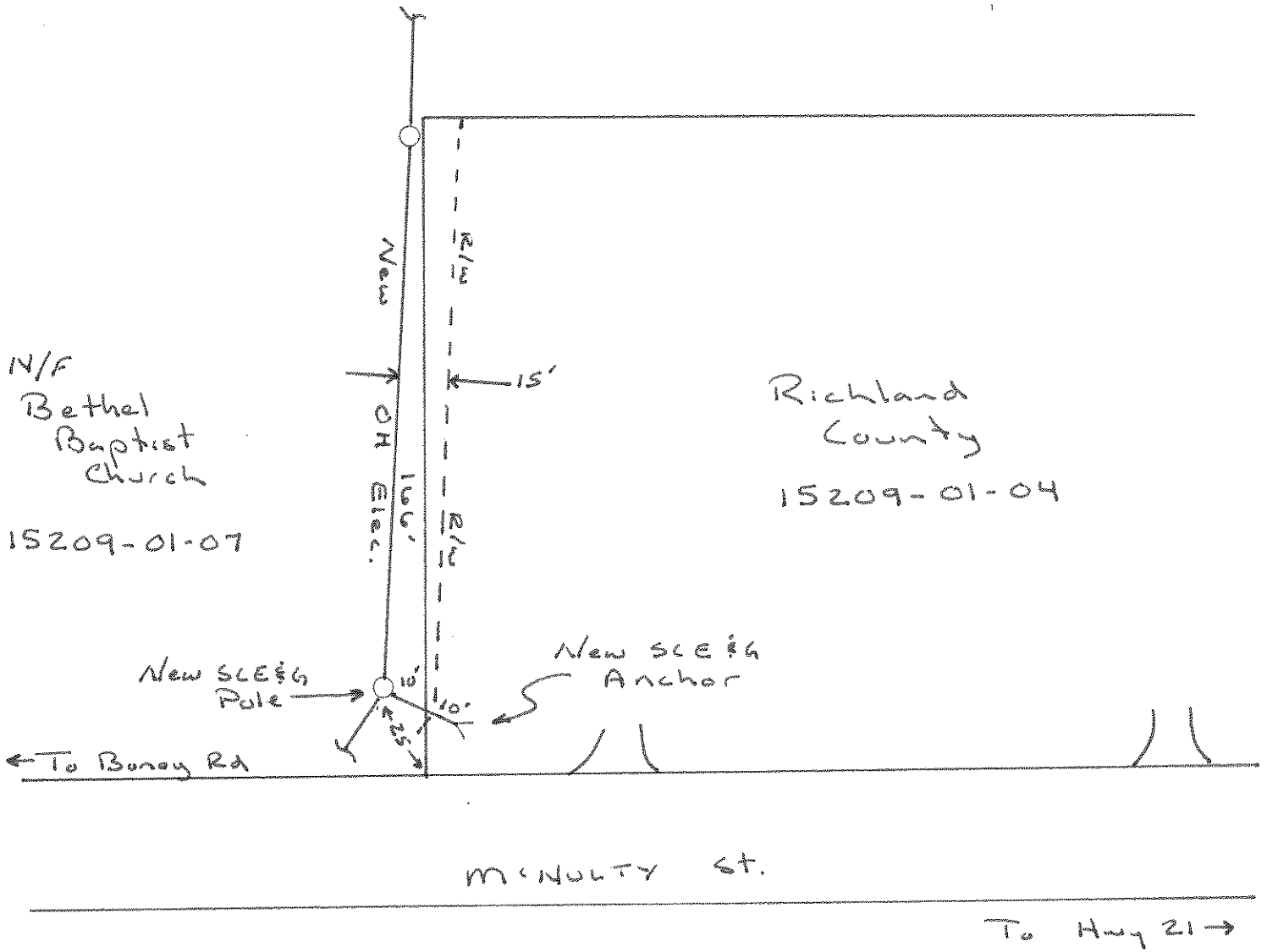
County: **Richland**

R/W File Number: **17922**

Grantor(s): **Richland County for The Richland County Public Library**

Return to: SCE&G

EXHIBIT "A"



Richland County Council Request of Action

Subject

Authorizing the execution and delivery of an agreement between the County and [Project Resolve] to provide for the conveyance of certain property from the County to [Project Resolve] and other matters related thereto **[SECOND READING] [PAGES 102-104]**

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

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE COUNTY AND [PROJECT RESOLVE] TO PROVIDE FOR THE CONVEYANCE OF CERTAIN PROPERTY FROM THE COUNTY TO [PROJECT RESOLVE] AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”) owns real property, as more fully described on the attached Exhibit A (“Property”);

WHEREAS, the County is negotiating with [Project Resolve] (“Company”) regarding a potential, significant investment by the Company in the County (“Investment”); and

WHEREAS, as an incentive to locate the Investment in the County and to promote the creation of new, full-time jobs and economic development in the County through the Investment in the County, the Richland County Council (“County Council”) desires to transfer the Property to the Company, subject to appropriate protections for the County and other conditions the County and the Company may establish.

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

Section 1. Approval of Transfer. The County Council: (a) approves the execution of an agreement by which the County would transfer the Property to the Company subject to appropriate protections for the County; (b) authorizes the County Council Chair, and in the Chair’s absence, the Vice-Chair, the County Administrator, the County Economic Development Director, and the Clerk to County Council, as appropriate, to execute and deliver those documents that may be reasonably necessary to consummate the Property’s transfer; (c) authorizes the County Administrator and the County Economic Development Director, with the advice of the County’s legal counsel, to prepare, or have prepared, the form of the transfer documents that are customarily used for similar transactions in this State; and (d) authorizes the County Administrator, the County Economic Development Director, and other members of the County staff to provide information to the Company as is reasonably necessary to consummate the Property’s transfer.

Section 2. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 3. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Kelvin Washington, Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Michelle Onley, Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading: November 13, 2012
Second Reading: November 20, 2012
Public Hearing: December 4, 2012
Third Reading: December 4, 2012

EXHIBIT A
PROPERTY DESCRIPTION

Richland County Council Request of Action

Subject

An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the "Incentive Agreement") between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of Ad Valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto **[SECOND READING] [PAGE 105-142]**

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

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CONSTANTIA HUECK FOILS L.L.C., ACTING FOR ITSELF, AND ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), WHEREBY, UNDER CERTAIN CONDITIONS, THE COUNTY SHALL GRANT INCENTIVES TO THE COMPANY IN CONNECTION WITH THE EXPANSION OF CERTAIN MANUFACTURING FACILITIES IN THE COUNTY (THE "EXPANSION PROJECT"), IN WHICH AGREEMENT THE COUNTY WILL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO THE EXPANSION PROJECT; (2) CERTAIN SPECIAL SOURCE CREDITS IN CONNECTION WITH THE EXPANSION PROJECT; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Property"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, Constantia Hueck Foils L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, acting for itself, and one or more affiliates or other project sponsors, (the “Company”) proposes to invest in, or cause others to invest in, the expansion of its existing facilities in the County (the “Expansion Project”); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested not less than \$12,000,000 in the Expansion Project and create or cause to be created 15 jobs within the County and surrounding areas; and

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

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Expansion Project in the County, the County adopted a Resolution on November 13, 2012 (the “Inducement Resolution”), whereby the County agreed to provide FILOT arrangements set forth in greater detail herein; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements as set forth in a Fee in Lieu of Tax and Incentive Agreement between the County and the Company (the “FILOT Agreement”) the form of which is presented to this meeting, which FILOT Agreement is to be dated December 1, 2012 or such other date as the parties may agree; and

WHEREAS, it appears that the FILOT Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

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

Section 1. The findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed, except as otherwise specifically modified by this Ordinance and the FILOT Agreement. In the event of any disparity or ambiguity, the terms of this Ordinance and the FILOT Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the FILOT Agreement. As contemplated by Section 12-44-40(I) of the Code, the County makes the following findings and determinations:

(a) The Expansion Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and

(b) The Expansion Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and

(c) The Expansion Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and

(d) The Expansion Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and

(e) The purposes to be accomplished by the Expansion Project are proper governmental and public purposes; and

(f) The benefits of the Expansion Project are greater than the costs; and

(g) The Expansion Project will have a substantial public benefit.

Section 2.

(a) The County hereby agrees to enter the FILOT Agreement with the Company, whereby the Company will agree to create, or cause to be created, at least 15 new jobs and to invest, or cause to be invested, and an amount not less than \$12,000,000 at the Expansion Project (the "Minimum Contractual Requirements") during the period commencing with the date of the initial expenditure with respect to the Expansion Project, whether before or after the date of this Resolution, and ending on the fifth anniversary of the end of the property tax year in which the Company places in service the initial assets comprising the Expansion Project (the "Compliance Period"), and the County, under certain conditions to be set forth in the FILOT Agreement, will agree to accept negotiated fee in lieu of *ad valorem* tax ("Negotiated FILOT") payments with respect to the Expansion Project.

(b) Subject to the provisions of the provisions of the Negotiated FILOT Act, the annual Negotiated FILOT payments shall commence with respect to the property tax year in which the first property comprising a part of the Project is placed in service and shall continue for a period of 20 years thereafter; provided that, if the Project is placed in service during more than one year, each year's investment during the Compliance Period, or if such period is extended as set forth in **Section 2(a)** hereof, during the Investment Period, shall be subject to the Negotiated FILOT for a period of 20 years.

(c) The Expansion Project FILOT shall be determined using: (1) an assessment ratio of 6%, (2) the lowest millage rate allowed with respect to the Expansion Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Expansion Project FILOT; (3) the fair market value of the Expansion Project determined in accordance with the Negotiated FILOT Act; and (4) and such other terms and conditions as are specified in the FILOT Agreement.

Section 3. As an additional incentive to induce the Company to locate the Expansion Project within the county, and as reimbursement for the Company's investment in Special Source Property and subject to the requirements of the Special Source Act, the Council does hereby agree that, if the investment in the Expansion Project increases to \$20,000,000 by the end of the

Compliance Period, the Company shall be entitled to claim and receive Special Source Credits in an amount equal to twenty-five (25%) percent of each FILOT payment made with respect to the Expansion Project for a period of five (5) years. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Property funded from time to time by the Company in connection with the Expansion Project.

Section 4. The County will take all acts to insure that the Expansion Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the Constitution of the State on terms which provide for all jobs created at the Expansion Project through the end of the Compliance Period, or if such period is extended as set forth in **Section 2(a)** hereof, through the end of the Investment Period, any additional jobs creation tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 5. The form, provisions, terms, and conditions of the FILOT Agreement presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the FILOT Agreement were set out in this Ordinance in its entirety. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the FILOT Agreement now before this meeting.

Section 6. The Chairman of the Council is hereby authorized, empowered, and directed to execute the FILOT Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the FILOT Agreement to the Company. The Chairman of the Council and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the FILOT Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 8. All orders, resolutions, ordinances and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

[End of Ordinance; execution page to follow.]

Enacted and approved this 4th day of December, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin E. Washington, Sr., Chairman, County
Council, Richland County, South Carolina

[SEAL]

ATTEST:

Michelle Onley, Clerk to Council
Richland County, South Carolina

First Reading: November 13, 2012
Public Hearing: November 20, 2012
Second Reading: November 20, 2012
Third Reading: December 4, 2012

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

CONSTANTIA HUECK FOILS L.L.C.

Dated as of December 1, 2012

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (“INCENTIVE AGREEMENT”) SHALL CONSTITUTE AN INDUCEMENT AGREEMENT FOR PURPOSES OF THAT CERTAIN RESOLUTION ADOPTED BY COUNTY COUNCIL ON NOVEMBER 13, 2012 AND SHALL ALSO CONSTITUTE THE FINAL INCENTIVE AGREEMENT FOR PURPOSES OF THAT CERTAIN ORDINANCE ENACTED BY COUNTY COUNCIL ON DECEMBER 4, 2012.

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated as of December 1, 2012, between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and CONSTANTIA HUECK FOILS L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, acting for itself and for one or more affiliates or other project sponsors, (the “Company”);

WITNESSETH:

WHEREAS, the County, acting by and through its Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, without limitation, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Property”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company proposes to invest in, or cause others to invest in, certain manufacturing and related facilities at one or more locations in the County (the “Project”); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested not less than \$12,000,000 in the Project and create or cause to be created approximately 15 jobs within the County and surrounding areas; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on November

13, 2012 (the “Inducement Resolution”), whereby the County agreed to provide to the Company certain negotiated FILOT, Special Source Credits, and multi-county industrial or business park benefits in connection with the Project, as described herein; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and by Ordinance enacted by the Council on December 4, 2012, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project;

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

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act, the Multi-County Park Act and the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable attorneys’ fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges by third parties to the incentives provided herein or suits brought by the Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company, an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, the Company or any other Co-Investor, as the case may be.

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

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

“*Co-Investor*” shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of any other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Company*” shall mean Constantia Hueck Foils L.L.C., a Delaware limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The parties anticipate that the initial Negotiated FILOT Property comprising the Project will be placed in service in the Property Tax Year ending on December 31, 2012 and that, in such event, the Compliance Period will end on December 31, 2017.

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

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

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

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

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property previously subject to property taxes in South Carolina, which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the

Negotiated FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Negotiated FILOT Act.

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

“*FILOT Payments*” shall mean the FILOT payments to be made by the Company or any other Co-Investor with respect to the Project whether made as Negotiated FILOT Payments pursuant to the Negotiated FILOT Act or as FILOT payments pursuant to the Multi-County Park Act.

“*Inducement Resolution*” shall mean the Resolution approved by the County on November 13, 2012 with respect to the Project.

“*Investment Period*” shall mean the period for completion of the Project, which shall be equal to the Compliance Period unless extended by the County pursuant to **Section 4.01(c)**. The parties anticipate that, unless extended by the County, the Investment Period shall expire on December 31, 2017.

“*Land*” shall mean the land upon which the Project has been or will be located, acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Requirements*” shall mean creation of at least 15 new jobs and investment of at least \$12,000,000 (without regard to subsequent depreciation or other diminution in value) in or at the Project during the Compliance Period by the Company and any Co-Investors in the aggregate.

“*Minimum Statutory Investment Requirement*” shall mean investment in the Project of not less than \$2,500,000 during the Compliance Period, as required by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof in determining whether the Company or any other Sponsor or Sponsor Affiliate qualifies for Negotiated FILOT benefits hereunder.

“*Multi-County Park*” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

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

“*Multi-County Park Agreement*” shall mean that certain [**Multi-County Park Agreement**] between the County and _____ County, South Carolina dated as of _____, as amended, supplemented, or modified through the date hereof and as such agreement may be further amended, supplemented, or replaced from time to time, in each case to include the Project.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property.

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

“*Negotiated FILOT Property*” shall mean all property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, any Released Property.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act, including, without limitation, property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

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

“*Project*” shall mean the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land, all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any Co-Investors for use on or about the Land and any Replacement Property; provided, however, except for Replacement Property, that the term “Project” shall be deemed to include such real property improvements and personal property whether now existing or hereafter constructed or acquired only to the extent placed in service during the Investment Period.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be; *i.e.*, with respect to the Company, the period ending on December 31 of each year; provided, however, that the Property Tax Year for the Company shall control for purposes of determining the Compliance Period and Investment Period.

“*Released Property*” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act; which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; or which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Negotiated FILOT Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

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

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

“*Special Source Property*” shall mean, to the extent paid for by the Company or any Co-Investor, 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 and, upon written notice by the Company to the County, personal

property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act.

“*Sponsor*” and “*Sponsor Affiliate*” shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor and there are no Sponsor Affiliates.

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

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

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

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, the inclusion and maintenance of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby. The County has obtained all consents and approvals required to consummate the transactions contemplated by this Agreement or the Multi-County Park Agreement including, without limitation, approval by _____ County of the Multi-County Park Agreement.

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

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

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

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

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

(b) The Company presently intends to operate the Project primarily for manufacturing and/or related activities.

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

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) The County, as an additional incentive to induce the Company to locate the Project within the County, as reimbursement for investment in Special Source Property related to the Project and subject to the requirements of the Special Source Act, agrees that, if the investment in the Project increases to \$20,000,000 by the end of the Compliance Period, each of the Company and any other Sponsor or Sponsor Affiliate (each a “Claiming Entity”) shall be entitled to claim Special Source Credits against each annual FILOT payment made by such Claiming Entity with respect to the Project, whether made as an Negotiated FILOT Payment pursuant to the Negotiated FILOT Act or as a FILOT payment made pursuant to the Multi-County Park Act, in an amount equal to twenty-five percent (25%) of each such FILOT Payment for a period of five (5) years, commencing with the first year after the investment in the Project reaches \$20,000,000.

(b) In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Property funded from time to time by the Company or any Co-Investor in connection with the Project.

(c) The Special Source Credits shall be reflected by the County on each bill to a Claiming Entity for such payments due, by reducing the total original FILOT Payment otherwise due by the amount of such Special Source Credits; provided, however, that the parties may, by mutual agreement, provide for an alternate method of applying the Special Source Credits.

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

(e) To the extent the Company elects to use the Special Source Credits as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the term of this Agreement, the amount of the FILOT Payments due on the personal property for the year in which the personal property was removed from the Project shall also be due to the County for the two years immediately following the removal, subject to the following conditions:

(i) To the extent that Special Source Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property.

(ii) If personal property is removed from the Project but is replaced with qualifying Replacement Property, then the personal property will not be considered to have been removed from the Project.

Section 3.03. Multi-County Park Designation. The County represents that the Project is located at a site which is presently within the Multi-County Park. The County will take all appropriate actions to insure that the Project will be included within the boundaries of the Multi-County Park and that the Project will remain within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution on terms which provide, for all jobs created at the Project during the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks and which facilitate the Special Source Credits described in **Section 3.02** hereof.

Section 3.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and any other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this 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 Agreement or the Multi-County Park Agreement or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, without limitation, the Negotiated FILOT, and agrees, if requested, to enter into a lease purchase agreement with the Company and any other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and any other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction determines that all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides the Company

and any other Sponsor or Sponsor Affiliate must transfer the Negotiated FILOT Property to the County pursuant to lease-purchase arrangements within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company or such other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company or such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project for Ten Dollars (\$10.00).

ARTICLE IV

COVENANTS OF COMPANY

Section 4.01. Investment and Job Creation at Project; Funding of Special Source Property.

(a) The Company hereby agrees to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. The Company also agrees to provide, or cause to be provided, all funding for the Special Source Property related to the Project. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2015. In addition, the Company agrees to comply with, or cause to be complied with, the Minimum Statutory Investment Requirement and the Minimum Contractual Requirements as to job creation and investment.

(b) Expenditures by Co-Investors, together with expenditures by the Company and including expenditures for pollution control equipment and other property which may be exempt from *ad valorem* property taxes and FILOT payments, shall count toward all investment requirements set forth in this Agreement, including, the Minimum Contractual Requirements, and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined without regard to depreciation or other diminution in value following placement in service at the Project by reference to the property tax returns of the Company and all Co-Investors filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(c) Upon the request of the Company prior to the end of the Compliance Period and to encourage the Company to increase job creation and investment at the

Project beyond the Minimum Contractual Requirements, the County may in its sole discretion extend the Investment Period, *i.e.*, the period for completion of the Project, by up to five years to the tenth anniversary of the end of the Property Tax Year in which the initial property comprising the Project is placed in service. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement.

(d) The Company and/or each Co-Investors shall each, in its discretion, retain title, or other property rights, to its respective portion of the Project throughout the Term of this Agreement, and the County hereby consents to any action by the Company or any Co-Investor to mortgage, lease, or encumber all or any portion of the Project, including, without limitation, in connection with any financing transactions.

(e) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may each, at its own expense, add to the Project all such real and personal property as the Company, or such Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **paragraphs (c)(i), (d) and (f)(ii) of Section 5.01** hereof, in any instance when the Company or any other Co-Investor in its discretion determines any of its items included in the Project, including, without limitation, any Negotiated FILOT Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company, or such Co-Investor, may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) Subject to the provisions of **Section 5.01(c)(iv)**, the Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any Negotiated FILOT Property, real or personal, from the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, the Company, or such Co-

Investor, shall deliver to the County a new **Exhibit A** to this Agreement or schedules or supplements to **Exhibit A**; provided, that any requirement to provide such schedules or supplements to the County may be, but shall not be required to be, satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Payment of Administration Expenses. The Company will reimburse, or cause reimbursement to, the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement or the Project, and, aside from attorneys' fees described below, the County anticipates no out of pocket expenses in connection with the initial approval of this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement, the Inducement Resolution, the Multi-County Park Agreement and all resolutions, ordinances, and other documentation related thereto at \$[] or less.

Section 4.03. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and each other Co-Investor shall each use the Project as it deems fit for any lawful purpose.

Section 4.04. Maintenance of Existence. Except in the event the resulting, surviving, or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby consents, unless the County shall provide prior consent or subsequent ratification, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the

County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event or Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for Negotiated FILOT benefits or result in penalties under the Act absent compliance with the Transfer Provisions.

Section 4.05. Records and Reports. The Company will maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period and the amount of investment with respect thereto and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) At the request of the Administrator, Auditor, Assessor or Treasurer of the County, the Company shall, subject to the last paragraph of this Section 4.05, deliver to the requesting party copies of its annual property tax filings for the most recent three years.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

The Company shall comply, or cause compliance with, the foregoing record keeping and reporting requirements with respect to investment by any Co-Investor counted toward the investment requirements of this Agreement or benefitting from the Negotiated FILOT hereunder.

Failure to comply with the foregoing record-keeping and reporting requirements shall not constitute a default hereunder unless, the County provides the Company with written notice of such failure, and the Company fails to comply with such reporting requirements within thirty (30) days following receipt of such notice.

Notwithstanding the foregoing and anything herein to the contrary, the Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Co-Investor believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall comply with all reasonable, written requests made by the Company and any other Co-Investor with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company or any other Co-Investor.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this **Section 5.01**, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is anticipated that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2014. If the

Company designates any Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County, if required, pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments hereunder with respect to such other entity's portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property during the Investment Period, the annual Negotiated FILOT Payments shall be payable for a period of twenty (20) years. Accordingly, if Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a period of twenty (20) years with the result that, subject to any extensions granted by the County in its sole discretion, the final Negotiated FILOT Payment hereunder shall be made in the twenty-fifth (25th) year.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate equal to the lowest rate allowed by the Negotiated FILOT Act, which the parties believe to be **[464.2----this is the millage in effect for the tax year 2010, ending June 30 2011, in district 2DP----please confirm that this is the lowest available for this project]** mills, which rate shall remain fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of this Agreement; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act as set forth hereinbelow in this subsection (ii). For typical arm's length construction or acquisition, fair market value is determined with reference to the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence). The County and the Company hereby elect to determine the fair market value of any real property by appraisal not more often than once every five years as permitted by said Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate

headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

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

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

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate, as the case may be;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

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

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax

basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the twenty (20) year payment period applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

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

(f)

(i) In the event that the investment in the Project is insufficient to satisfy the Minimum Statutory Investment Requirement by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes or FILOT payments pursuant to the Multi-

County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project does not exceed \$5,000,000 by the end of the Compliance Period, and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement by the end of the Compliance Period, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that investment in the Project satisfies the Minimum Statutory Investment Requirement by the end of the Compliance Period, but subsequently falls below the Minimum Statutory Investment Requirement, without regard to depreciation, the Project shall thereafter be subject to *ad valorem* taxes, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act.

(iii) In the event that the Company fails to meet, or cause to be met, the Minimum Contractual Commitments, the County shall have the right, in its sole discretion, to terminate the Negotiated FILOT and Multi-County Park benefits hereunder prospectively, in which event this Agreement shall terminate.

(iv) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, all property utilized by the Company or any other Co-Investor at the Project site and placed in service during the Investment Period, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice

from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that each of the Company and any other Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or such Co-Investors or any of their respective Affiliates or operates such assets for the Company or such Co-Investors or any of their respective Affiliates or is leasing portion of the Project in question from the Company or such Co-Investors or any of their respective Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to any Negotiated FILOT Property so transferred: (i) except in connection with any transfer to any Co-Investors, an Affiliate of the Company or such Co-Investors, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County, in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Negotiated FILOT Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or such Co-Investors hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or such Co-Investors (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or such Co-Investors, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company or such Co-Investors and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this **Section 6.01**, and at the Company's or such Co-Investor's expense, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Co-Investors under this Agreement and/or any release of the Company or such Co-Investor pursuant to this **Section 6.01**.

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

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by Resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project prior to the end of the Compliance Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project prior to the end of the Compliance Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent permitted by law, other Co-Investors, exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 7.02. Termination. In addition to the rights of the County under **Sections 5.01(f)** and **8.02**, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or a portion of, the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

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

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

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies only as to the Defaulting Entity:

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

(b) have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 4.05** hereof;

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, each of the Company and any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or such other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 6.02** hereof and their respective successors and assigns as permitted hereunder.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing from time to time by such party.

(a) if to the County:

(a) if to the County:

Richland County, South Carolina
Attn: Richland County Administrator
2020 Hampton Street
Columbia, SC 29202
Fax: 803-576-2137

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

Parker Poe Adams & Bernstein, LLP
Attn: Ray E. Jones, Esquire
P.O. Box 1509
Columbia, SC 29202
Fax: 803-253-8917
Telephone: 803-253-8933

(b) if to the Company:

Constantia Hueck Foils L.L.C.
Attn: _____
1111 Northpoint Blvd.
Blythewood, SC 29016
Fax: 803-404-6582
Telephone: 803-404-6601

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

April C. Lucas, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
P. O. Drawer 2426 (29202)
Columbia, South Carolina 29201
Fax: 803-727-1462
Telephone: 803-540-2035

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 9.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 9.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

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

[SEAL]

ATTEST:

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

CONSTANTIA HUECK FOILS L.L.C.

By: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

Exhibit A-1

NPCOL1:3086842.1-TBF-(SSC) 029295-00000

Richland County Council Request of Action

Subject

- a. A Resolution Consenting to the interest in transfer of the Fee In Lieu of Tax Agreement among Richland County, South Carolina, Cellco Partnership and Spears Creek Realty, LLC; and other related matters [**PAGES 144-147**]
- b. A Resolution Approving the transfer of the Unexpired Manufacturer's Abatement from C&C Metal Fabrication, Inc. to AAA Septic Tank Installation and Repair LLC; and other related matters [**PAGES 148-150**]
- c. An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolina (the "County") and Carolina Ceramics, LLC (the "Company"), whereby, under certain conditions, the County shall allow the Company to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company's manufacturing facilities within the County; (2) the benefits of a Multi-County Park to be made available to the Company, and (3) other matters relating thereto [**FIRST READING BY TITLE ONLY**] [**PAGE 151**]
- d. Governmental Affairs Representative Services Contract Renewal [**PAGES 152-155**]
- e. Bailey Bill Ordinance [**PAGES 156-164**]

A RESOLUTION CONSENTING TO THE INTEREST IN TRANSFER OF THE FEE-IN-LIEU OF TAX AGREEMENT AMONG RICHLAND COUNTY, SOUTH CAROLINA, CELLCO PARTNERSHIP AND SPEARS CREEK REALTY, LLC; AND OTHER RELATED MATTERS.

WHEREAS, pursuant to South Carolina Code Annotated section 12-44-10, et seq. (collectively, “Act”), Richland County, South Carolina (“County”), entered a “Fee Agreement” with Cellco Partnership (“Cellco”) and Spears Creek Realty, LLC (“Spears Creek,” together with Cellco, “Company”), dated December 7, 2010 (“Agreement”);

WHEREAS, section 12-44-120 of the Act and Section 8.2 of the Agreement, authorize the Company to transfer its interest in the Agreement so long as the County gives its consent to the transfer;

WHEREAS, in connection with the execution of a Purchase Agreement between Spears Creek and VW12 Columbia SC LLC (“VW12”), dated August 20, 2012, as subsequently amended, Spears Creek desires to assign its right, title and interest in and responsibilities and obligations under the Agreement to VW12 pursuant to the Assignment of Fee Agreement, the substantial form of which is attached as Exhibit A;

WHEREAS, following the assignment of Spears Creek’s interest in the Agreement to VW12, the parties to the Agreement will be VW12, Cellco and the County; and

WHEREAS, the County is willing to consent to the transfer of Spears Creek’s interest in the Fee Agreement to VW12.

THE COUNTY COUNCIL RESOLVES:

Section 1. Consent to Assignment. Based on the Company’s representations to the County, the County consents to the Spears Creek’s assignment of the Fee Agreement to VW12.

Section 2. Further Acts Authorized. The County Council and the duly elected or appointed officials of the County are authorized to take such further actions, as may be reasonably necessary, to implement the intent of this Resolution.

Section 3. General Repealer. Any resolution or other order of County Council, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 4. Effective Date. This Resolution is effective after adoption by County Council.

[SIGNATURE PAGE FOLLOWS]
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Adopted November 19, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

Kelvin Washington, Chairman
Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

EXHIBIT A

**FORM OF
ASSIGNMENT OF FEE AGREEMENT**

ASSIGNMENT OF FEE AGREEMENT

THIS ASSIGNMENT OF FEE AGREEMENT (the "Agreement") is entered into by and between Spears Creek Realty, LLC, a Massachusetts limited liability company ("Seller"), and VW12 Columbia SC LLC, a Delaware limited liability company ("Purchaser") and has an effective date as of November __, 2012 (the "Effective Date").

RECITAL:

Seller and Purchaser are parties to a Purchase Agreement dated as of August 20, 2012, as amended by that certain letter from Purchaser to Seller dated October 4, 2012 and by that certain First Amendment to Purchase Agreement dated October 15, 2012 (collectively, the "Purchase Agreement"), pursuant to which Seller agreed to sell and Purchaser agreed to purchase a parcel of real property commonly known as 565 Spears Creek Church Road, Elgin, South Carolina (the "Property"). In connection with the sale of the Property, Seller desires to assign to Purchaser all of Seller's right, title and interest in and to the Fee Agreement dated November 2010 (the "Fee Agreement") by and among Richland County, South Carolina (the "County"), Seller and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, pursuant to which the County agreed to provide certain tax benefits with respect to the Property. NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Assignment and Assumption of Fee Agreement. Seller does hereby grant, assign, transfer, set over, convey and deliver to Purchaser all of Seller's right, title and interest in, to and under the Fee Agreement. Purchaser hereby accepts such transfers and assignments and assumes the obligations of Seller arising from and after the date hereof under the Fee Agreement.

2. Miscellaneous. The recital set forth above is incorporated by reference into this Agreement as if fully set forth herein. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the laws of the State of South Carolina applicable to agreements executed, delivered and performed within said state.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under proper authority as of the date first above written.

SPEARS CREEK REALTY, LLC, Seller

By: _____
Name: _____
Title: _____

VW12 COLUMBIA SC LLC, Purchaser

By: _____
Name: _____
Title: Vice President

A RESOLUTION APPROVING THE TRANSFER OF THE UNEXPIRED MANUFACTURER'S ABATEMENT FROM C&C METAL FABRICATION, INC. TO AAA SEPTIC TANK INSTALLATION AND REPAIR LLC; AND OTHER RELATED MATTERS.

WHEREAS, pursuant to South Carolina Code Annotated ("Code") section 12-37-220(A)(7), C&C Metal Fabrication, Inc. ("C&C") received an exemption from all nonschool and non-municipal *ad valorem* taxes ("Manufacturer's Abatement") for the establishment of its manufacturing facility ("Facility") in Richland County ("County");

WHEREAS, pursuant to section 12-37-220(C), on consent of the governing body of the county in which a manufacturing facility is located, an unexpired Manufacturer's Abatement may be transferred from a taxpayer to an unrelated purchaser if the purchaser (1) acquires the manufacturing facility in an arms-length transaction and (2) preserves the manufacturing facility and the existing jobs at the manufacturing facility;

WHEREAS, C&C sold its Facility to AAA Septic Tank Installation and Repair LLC ("Company") on June 26, 2012;

WHEREAS, the Company represents to the County that the Company purchased the Facility from C&C in an arms-length transaction and has preserved the Facility and the number of jobs at the Facility;

WHEREAS, by the request letter attached as Exhibit A, the Company requests that County Council approve the transfer of C&C's unexpired Manufacturer's Abatement to the Company; and

WHEREAS, based on the representations made by the Company to the County, the County is willing to consent to the transfer of C&C's unexpired Manufacturer's Abatement to the Company.

THE COUNTY COUNCIL RESOLVES:

Section 1. Consent to Assignment. Based on the Company's representations to the County regarding the purchase of the Facility and the preservation of jobs, County Council consents to the transfer of C&C's unexpired Manufacturer's Abatement to the Company.

Section 2. Further Acts Authorized. The County Council and the duly elected or appointed officials of the County are authorized to take such further actions, as may be reasonably necessary, to implement the intent of this Resolution.

Section 3. General Repealer. Any resolution or other order of County Council, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 4. Effective Date. This Resolution is effective after adoption by County Council.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Adopted November 19, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

Kelvin Washington, Chairman
Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

EXHIBIT A

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CAROLINA CERAMICS, LLC (THE "COMPANY"), WHEREBY, UNDER CERTAIN CONDITIONS, THE COUNTY SHALL ALLOW THE COMPANY TO CLAIM CERTAIN SPECIAL SOURCE CREDITS AGAINST THE FEE IN LIEU OF TAX PAYMENTS MADE WITH RESPECT TO THE COMPANY'S MANUFACTURING FACILITIES WITHIN THE COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY PARK TO BE MADE AVAILABLE TO THE COMPANY, AND (3) OTHER MATTERS RELATING THERETO.

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law
1320 Main Street / 17th Floor / Columbia, SC 29201
Tel: 803.799.2000 Fax: 803.255.9070
www.nelsonmullins.com

Edward E. Poliakoff
Tel: 803.255.9412
Fax: 803.255.9070
ed.poliakoff@nelsonmullins.com

November 13, 2012

W. Anthony McDonald
Interim County Administrator
Richland County
2020 Hampton Street
PO Box 192
Columbia, SC 29202

RE: Third Agreement Extension and Amendment

Dear Mr. McDonald:

We are grateful for and honored by the opportunity to continue to work with Richland County.

I am enclosing an executed Third Agreement Extension and Amendment (“Extension”) of the January 1, 2010 Governmental Services/Political Representative Services Agreement (“Agreement”) between Richland County (“County”) and Nelson Mullins Riley & Scarborough (“Firm”) relating to the governmental services provided by Nelson Mullins to Richland County. Regarding the reference in the Extension to a “Conflicts of Interest Policy” applicable to Nelson Mullins lobbyists, I thought it would be useful to address here a point that we have discussed in the past, and which we referenced in our December 2, 2011 and November 8, 2012 letters in response to the auditor survey.

As provided in the Firm’s August 13, 2009 proposal (“Proposal”) in response to the County’s July 16, 2009 Request for Proposals, the services being provided and to be provided by Nelson Mullins to Richland County are lobbying and related government relations services, and are provided by professionals in our government relations sections, lawyers and non-lawyers alike, based in Columbia and Washington DC (Governmental Services”). Pursuant to Rule 5.7 of the S.C. Rules of Professional Conduct, the Governmental Services that we provide to the County do not include legal services. Consequently, no attorney-client relationship has been created by this undertaking.

As we noted in the Proposal, the Firm provides legal services (“Legal Services”) to several clients in matters in which those clients are or might be adverse to Richland County. For example, attorney George Wolfe, and other attorneys in the Firm, represent and will in the

future represent clients and provide Legal Services to them regarding economic development incentives provided or to be provided by the County. In all such matters, the provision of Legal Services to clients is categorized for purposes of certain professional rules as adverse to Richland County, in that the County and the Firm's clients in those matters have divergent and sometimes opposing interests that can lead to negotiations or even litigation. For another example, attorneys in the Firm sometimes represent and provide Legal Services to clients who are contesting administrative or legal positions taken by the County, for example tax assessments, land use decisions, and the like. The above are merely examples, and are not intended to be a comprehensive description of all scenarios in which clients of the Firm, with which the Firm has attorney-client relationships, have had, have, or may in the future have positions adverse to Richland County. Some current examples are our provision of Legal Services to the Bottling Group, LLC (a Pepsico affiliate), Sysco Corporation, Project Giant, WNS Global Services, Inc. and the South Carolina Research Authority in various economic development, tax, and other matters in which those entities have been, are, or may be adverse to the County.

In abundance of caution we just wanted to take this opportunity at renewal to reiterate that our firm has provided, is providing, and will continue to provide Legal Services to clients in matters in which such clients are adverse to the County. Because our firm is providing only Governmental Services to Richland County and is not entering into an attorney-client relationship or providing Legal Services to the Richland County, none of the conflict of interest rules in the S.C. Code of Professional Conduct (for example, Rule 1.7, involving concurrent conflicts of interest) apply.

Because the Governmental Services do not constitute Legal Services and thus do not establish an attorney-client relationship between the County and the Firm, no attorney-client privilege attaches to the communications between the County and the Firm. However, the Firm has treated and will continue to treat information provided by the County to the Firm as confidential to the full extent permitted by law, except as the County may otherwise instruct or agree.

We thank you for the opportunity to work with Richland County in the governmental affairs arena.

Very truly yours,



Edward E. Poliakov

EEP:jc

Enclosure

THIRD AGREEMENT EXTENSION AND AMENDMENT

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties, on this 13th day of November, 2012, agree as follows:

1. The term of the Agreement is hereby extended until December 31, 2013.
2. The Agreement is further amended to include the following language:

Policy on Conflicts of Interest:

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

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

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

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

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

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

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

NELSON MULLINS

RICHLAND COUNTY GOVERNMENT

By: 
Authorized Signature

By: _____
Authorized Signature

Edward E. Poliakoff
Print / Type Name

Rodolfo A. Callwood
Print / Type Name

Partner
Title

Director/Contracting Officer
Title

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 047-08

AN ORDINANCE TO REPEAL ORDINANCE NUMBER 025-96HR, ENTITLED "AN ORDINANCE ADOPTING A POLICY WITH RESPECT TO SPECIAL PROPERTY TAX ASSESSMENTS FOR REHABILITATED HISTORIC PROPERTIES", AND TO AMEND THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION, ARTICLE V, REHABILITATED HISTORIC PROPERTIES, SO AS TO REFLECT THE 2004 AMENDMENTS MADE TO SECTION 4-9-195 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

FILED
S.C.

WHEREAS, pursuant to Section 4-9-195 of the S. C. Code of Laws, 1976, as amended, Richland County Council enacted Ordinance Number 025-96HR, "An Ordinance Adopting a Policy with Respect to Special Property Tax Assessments for Rehabilitated Historic Properties" on May 21, 1996, which was subsequently codified as Article V of Chapter 25 in the Richland County Code of Ordinances; and

WHEREAS, Section 4-9-195 of the S. C. Code of Laws, 1976, as amended, was recently amended by the South Carolina General Assembly through the enactment of Act No. 292, effective August 16, 2004; and

WHEREAS, Richland County Council now desires to repeal Ordinance Number 025-96HR and to amend the Richland County Code of Ordinances, Chapter 23, Taxation, Article V, Rehabilitated Historic Properties, to reflect the 2004 amendments made to Section 4-9-195 of the South Carolina Code of Laws, 1976, as amended;

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

SECTION I. Ordinance Number 025-96HR, entitled "An Ordinance Adopting a Policy with Respect to Special Property Tax Assessments for Rehabilitated Historic Properties", and enacted on May 21, 1996, is hereby repealed in its entirety.

SECTION II. The Richland County Code of Ordinances; Chapter 23, Taxation; Article V, Rehabilitated Historic Properties; is hereby amended by the deletion of the language contained therein and the substitution of the following language:

ARTICLE V. REHABILITATED HISTORIC PROPERTIES

Sec. 23-60. Special tax assessment created.

A special tax assessment is created for eligible rehabilitated historic properties for a period of ten years equal to the assessed value of the property at the time of Preliminary Certification.

Sec. 23-61. Purpose.

It is the purpose of this Article to:

- (1) Encourage the rehabilitation of historic properties;
- (2) Promote community development and redevelopment;
- (3) Encourage sound community planning; and
- (4) Promote the general health, safety, and welfare of the community.

Sec. 23-62. Eligible Properties.

(a) *Certification.* In order to be eligible for the special tax assessment, historic properties must receive preliminary and final certification.

(1) *Preliminary Certification.* To receive Preliminary Certification a property must meet the following conditions:

- a. The property meets the requirements for historic designation as established in this section.
- b. The proposed rehabilitation work receives a recommendation of approval from the appropriate architectural reviewing authority (hereinafter "reviewing authority") and is consistent with the rehabilitation standards as set forth in this article. The reviewing authority shall review all improvements associated with the rehabilitation and make a recommendation to the county regarding the project's eligibility. For the purpose of this article, the reviewing authority shall be defined as follows:
 1. In any municipality that has an architectural review board, the municipal board shall serve as the reviewing authority.
 2. In the unincorporated areas of the county, and within any municipality that does not have an architectural review board, the South Carolina Department of Archives and History shall serve as the reviewing authority.
- c. Be a project that commenced by or after August 17, 2004 to the date of the adoption of this ordinance and work was permitted to have begun prior to receiving Preliminary Certification, or
- d. Be a project that commences on or after the date of the adoption of this ordinance.

(2) *Final Certification.* To be eligible for Final Certification, a property must have met the following conditions:

- a. The property has received Preliminary Certification.
- b. The minimum expenditures for rehabilitation as set forth in this article have been incurred and paid.
- c. The completed rehabilitation receives a recommendation for approval from the reviewing authority as being consistent with the plans approved by the reviewing authority during Preliminary Certification.
- d. All application fees have been paid in full by the applicant.
- e. The property has met all other requirements of this article.

(b) *Historic Designation.* In order to be eligible for the special tax assessment, the property must meet one of the following criteria:

- (1) The property must be listed on the National Register of Historic Places, or
- (2) The property must be located within an historic district that is listed on the National Register of Historic Places and the primary structure to be rehabilitated must be at least fifty years old.

Sec. 23-63. Eligible rehabilitation.

(a) *Standards for rehabilitation.* To be eligible for the special tax assessment, historic rehabilitations must be conducted according to the following standards:

- (1) The historic character of a property shall be retained and preserved. The removal of historic materials or alterations or of features and spaces that characterize each property shall be avoided.
 - (2) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development shall not be undertaken.
 - (3) Most properties change over time. Those changes that have acquired historic significance in their own right shall be retained and preserved.
 - (4) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.
 - (5) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new should match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
 - (6) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the most gentle means possible.
 - (7) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the historic property and its environment.
 - (8) New additions and adjacent new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (b) *Work to be reviewed.* The following work will be reviewed according to the standards set forth above:
- (1) Repairs to the exterior of the designated building.
 - (2) Alterations to the exterior of the designated building.
 - (3) New construction on the property on which the building is located, including site work.
 - (4) Alterations to interior primary public spaces, as defined by the reviewing authority.
 - (5) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation, including, but not limited to, alterations made to mechanical, plumbing and electrical systems.

(c) *Minimum expenditures for rehabilitation.* To be eligible for the special property tax assessment, the owner or the owner's estate must meet the minimum expenditures for rehabilitation:

- (1) For owner-occupied, non-income producing properties, the minimum investment shall be fifty percent (50%) of the fair market value of the property.
- (2) For income-producing or non-owner occupied properties, the minimum investment shall be one hundred percent (100%) of the fair market value of the property.

Fair market value means the appraised value as certified to the county by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona

fide contract of sale within twelve months of the time it is submitted, or the most recent appraised value published by the Richland County Tax Assessor.

(d) *Expenditures for Rehabilitation* means the actual cost of rehabilitation relating to one or more of the following:

- (1) Improvements located on or within the historic building as designated.
- (2) Improvements outside of but directly attached to the historic building which are necessary to make the building fully useable (such as vertical circulation) but shall not include rentable/habitable floorspace attributable to new construction.
- (3) Architectural and engineering services attributable to the design of the improvements.
- (4) Costs necessary to maintain the historic character or integrity of the building.

(e) *Scope*. The special tax assessment may apply to the following:

- (1) Structure(s) rehabilitated;
- (2) Real property on which the building is located.

(f) *Time limits*. To be eligible for the special tax assessment, rehabilitations must be completed within two (2) years of the date of Preliminary Certification. If the project is not complete after two years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed or until the end of the special assessment period, whichever shall occur first.

Sec. 23-64. Process.

(a) *Fee required*. There is a fee required for the review of rehabilitation work during the Final Certification process. Final Certification of the property will not be given until the fee has been paid in full by the applicant. Fees shall be made payable to Richland County. The amount of the fee shall be as follows:

- (1) For owner-occupied, non-income producing properties, the fee shall be one hundred and fifty dollars (\$150.00).
- (2) For income-producing or non-owner occupied properties, the fee shall be three hundred dollars (\$300.00).

(b) *Plan required*. Owners of property seeking approval of rehabilitation work must submit a completed Rehabilitation of Historic Property Application with supporting documentation to the county administrator or his designee prior to beginning work. Rehabilitation work conducted prior to approval of the application is done so at the risk of the property owner.

(c) *Preliminary Certification*. Upon receipt of the completed application, the county administrator or his designee shall submit the plan to the reviewing authority for a recommendation as to whether the project is consistent with the standards for rehabilitation. Upon receipt of the reviewing authority's recommendation, the county administrator or his designee shall notify the owner in writing. Upon receipt of this determination, the property owner may:

- (1) If the application is approved, begin rehabilitation;
- (2) If the application is not approved, he/she may revise such application in accordance with comments provided by reviewing authority.

(d) *Substantive changes*. Once Preliminary Certification is granted to an application, substantive changes must be approved in writing by the county administrator or his designee. Any substantive changes made to the property during rehabilitation that are not approved by

county administrator or his designee, upon review and recommendation of the reviewing authority, are conducted at the risk of the property owner and may disqualify the project from eligibility during the Final Certification process.

(e) *Final Certification.* Upon completion of the project, the property must receive Final Certification in order to be eligible for the special assessment. The reviewing authority shall inspect completed projects to determine if the work is consistent with the approval recommended by the reviewing authority and granted by the county during Preliminary Certification. The review process for Final Certification shall be established by the reviewing authority and may include a physical inspection of the property. The reviewing authority shall notify the applicant in writing of its recommendation. If the applicant wishes to appeal the reviewing authority's recommendation, the appeal must follow the reviewing authority's appeals process. The county administrator or his designee may grant Final Certification only if the following conditions have been met:

- (1) The completed work meets the standards for rehabilitation as established in this article;
- (2) Verification is made that the minimum expenditures have been have been incurred in accordance with the provisions of this article; and
- (3) Any fee(s) shall be paid in full.

Upon receiving Final Certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the Preliminary Certification was made or the Final Certification was made, whichever occurred earlier.

(f) *Additional work.* For the remainder of the special assessment period after Final Certification, the property owner shall notify the county administrator or his designee of any additional work, other than ordinary maintenance, prior to the work beginning. The reviewing authority shall review the work and make a recommendation to the county administrator or his designee whether the overall project is consistent with the standards for rehabilitation. The county administrator or his designee shall notify the property owner in writing if the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent by the reviewing authority, the county administrator or his designee shall notify the owner in writing within thirty (30) days of its decision to rescind approval. The property owner may withdraw his/her request and cancel or revise the proposed additional work.

(g) *Notification.* Upon Final Certification of a rehabilitated historic property, the Richland County Assessor, Auditor, and Treasurer shall be notified by the county administrator or his designee that such property has been duly certified and is eligible for the special tax assessment.

(h) *Application.* Once the Final Certification has been granted, the owner of the property shall make application to the Richland County Auditor for the special assessment provided for herein. The special assessment shall remain in effect for the length of the special assessment period, unless the property shall become decertified under the provisions of this section.

(i) *Date effective.* If an application for preliminary or final certification is filed by May first or the Preliminary or Final Certification is approved by August first, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year. The special assessment only begins in the current or future tax years as provided for in this section. The special assessment period shall not exceed ten (10) years in length, and in no instance may the special assessment be applied retroactively.

(j) *Previously certified properties.* A property certified to receive the special property tax assessment under the existing law continues to receive the special assessment in effect at the time certification was made.

(k) *Decertification.* Once the property has received Final Certification and assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:


- (1) Written notice from the owner to the Richland County Auditor requesting removal of the special assessment;
- (2) Sale or transfer of ownership, including the sale or transfer of one or more portions of the property, during the special assessment period, other than in the course of probate proceedings;
- (3) Removal of the historic designation by the National Register of Historic Places; or
- (4) Rescission of the approval of rehabilitation by the county, at the recommendation of the reviewing authority, because of alterations or renovation by the owner or the owner's estate which causes the property to no longer possess the qualities and features which made it eligible for Final Certification. Notification of any change affecting eligibility must be given immediately to the Richland County Assessor, Auditor, and Treasurer.

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

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

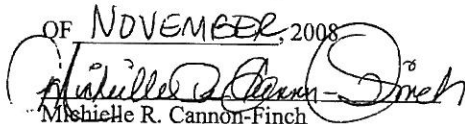
SECTION V. Effective Date. This ordinance shall be enforced from and after September 9, 2008.

RICHLAND COUNTY COUNCIL

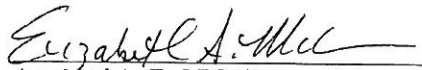
BY: 
Joseph McEachern, Chair

ATTEST THIS THE 21ST DAY

OF NOVEMBER, 2008


Michelle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE


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

Public Hearing: September 9, 2008
First Reading: July 15, 2008
Second Reading: July 22, 2008
Third Reading: September 9, 2008



Commercial Real Estate Services, Worldwide.

main 803 254 0100
fax 803 744 9875
www.naiavant.com

1901 Main Street
Suite 200
Columbia, SC 29201

November 13, 2012

Mr. Nelson Lindsay
Richland County Government
2020 Hampton Street
Columbia, SC 29202

HAND DELIVER

**Re: 807 Gervais Street
Dupre Building (circa 1919)
(the "Property")**

Dear Nelson:

As we discussed a few weeks ago, NAI Avant is contemplating the acquisition of the above referenced unique historic property for the relocation of its corporate headquarters as an owner-occupant. This Landmark property was built in 1919 for the Dupre Motor Company, a Ford dealership, as part of Columbia's "Automobile Row." Redeveloped in 1999, this award-winning rehabilitated icon is widely known as one of the earliest and most successful Vista pioneers. We have the Property under contract and are currently conducting due diligence as well as evaluating other corporate relocation options.

Haynsworth Sinkler Boyd law firm is advising us on historic-related tax credits, easements and most importantly to us, the Bailey Bill. The following is an excerpt provided to us by Haynsworth Sinkler Boyd:

The current assessed value of the Property per the most recent online records from the Richland County Assessor's Office is \$1,340,100. In addition to acquiring the Property, NAI Avant also contemplates making additional investments in rehabilitation work. Accordingly, NAI Avant could potentially utilize the Bailey Bill to lock in the \$1,340,100 assessed value under Sections 4-9-195 and 5-21-140 of the Code of Laws of South Carolina, 1976, as amended (the "Code"). As amended, those statutes provide each county and municipality with the option to enact a Bailey Bill ordinance for a benefits period of up to 20 years. In the enabling ordinance, the county and municipality must also establish the "minimum expenditures for rehabilitation" as a percentage of the value of the underlying property.

In Ordinance No. 2007-063, the City of Columbia (the "City") enacted the Bailey Bill for a 20-year benefit period and established the minimum expenditures for rehabilitation at 20% of the value of the building being rehabilitated. By contrast, in Ordinance No. 047-08, Richland County (the "County") enacted the Bailey Bill for a benefit period of only 10 years and established the minimum expenditures for rehabilitation for income-producing properties at 100% of the value of the underlying property (or 50% of the value of the underlying property

for owner-occupied, non-income producing properties). Consequently, the County ordinance makes it more cumbersome to qualify for Bailey Bill Benefits and provides a shorter benefit period for those taxpayers who satisfy the qualification criteria.

We plan to owner-occupy the Property as our corporate office facility and to incur rehabilitation expenditures in excess of \$670,050 thus exceeding the threshold (50% of the taxable value of \$1,340,100). A detailed preliminary budget can be provided upon request. We are seeking confirmation from Richland County that the 807 Gervais Street historic project as conceptually described complies with the existing Richland County Bailey Bill ordinance. In particular, we are looking for Richland County's interpretation of the "owner-occupied" term in order to confirm that the 50% minimum expenditure threshold applies to this Property. This term is not defined in the County ordinance. We would note that the project will likely qualify for bank financing as "owner-occupied" property and it has been our intention all along to obtain "owner-occupied" financing. NAI Avant does not plan to owner-occupy the entire building and would have tenants in place reflective of an urban mixed-use development.

To the extent "owner-occupied" is not entirely clear or defined in an isolated sentence in the ordinance, we think it is pertinent that Council and staff review the overall ordinance (Article V. Rehabilitated Historic Properties) to determine the intent of the ordinance but more importantly, the clearly stated purposes. The actual ordinance and purposes are as follows:

ARTICLE V. REHABILITATED HISTORIC PROPERTIES

Sec. 23-60. Special tax assessment created.

A special tax assessment is created for eligible rehabilitated historic properties for a period of ten years equal to the assessed value of the property at the time of preliminary certification.

(Ord. No. 047-08HR, § II, 9-9-08)

Sec. 23-61. Purpose.

It is the purpose of this Article to:

- (1) Encourage the rehabilitation of historic properties;
- (2) Promote community development and redevelopment;
- (3) Encourage sound community planning; and
- (4) Promote the general health, safety, and welfare of the community.

(Ord. No. 047-08HR, § II, 9-9-08)

In reviewing Purpose (1) and (2) of this Article, the Dupre Building is an excellent example of encouraging the rehabilitation of historic properties as well as promoting community development and redevelopment. We feel that purpose (3) ("Encourage Sound Community Planning") provides valuable guidance in ascertaining the original intent of the term "owner-occupied." We can likely all agree that modern planning principles advocate mixed-use as "sound community planning." To interpret "owner-occupied" as requiring only a single use or sole owner-occupant directly contradicts the clearly stated purpose of "sound community planning."

Relative to Purpose (4), we are currently working with the City to facilitate beautification of the pedestrian access path to Lady Street and Gervais with enhanced landscaping and historic-style street lighting. Plans are in the works and perpetual easements are being drafted by the City. The primary goals are enhanced safety, "Charleston-style" path beautification, pedestrian access to Lady and Gervais as well as to provide easy access to the City's parking garage on Lady Street.

Ideally, we would greatly appreciate having such Bailey Bill County assurances prior to submitting the necessary valuations, elevations, plans, etc. to the City's Design/Development Review Commission. DDRC's application deadline is November 15, 2012 with a materials submission deadline of November 19, 2012.

My apologies for the short notice but we are attempting to comply with the contractual deadlines in our Contract of Sale. Please do not hesitate to let me know if you have any questions or need additional information. We look forward to hearing back from you.

Thank you.

Sincerely,



Todd Avant, CCIM
Chief Executive Officer
NAI Avant

TA/nh

cc: Edward Kluiters, Haynsworth Sinkler Boyd
Will Johnson, Haynsworth Sinkler Boyd
Dan Avant, NAI Avant
Bruce Harper, NAI Avant

Richland County Council Request of Action

Subject

Accommodations Tax Committee-3 (positions to be filled: 1 Hospitality, 1 Lodging, and 1 Cultural) One application was received from the following: Sam Agee [**PAGES 165-167**]



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Sam Agee
 Home Address: 4904 Kilbourne Rd 29206
 Telephone: (home) (803) 782-3495 (work) (803) 798-7979
 Office Address: 111 Stonemark Ln Suite 202 Columbia, SC 29216
 Email Address: Sam@Gatewayhospitality.com
 Educational Background: B.S. in Hotel and Restaurant Mgt from Fla. State
 Professional Background: 40 years in the hospitality industry as manager or
 Male Female Age: 18-25 26-50 Over 50 Owner
 Name of Committee in which interested: Accommodations Tax
 Reason for interest: Make sure the funds are being used productively

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

40 years experience, good with finances, concerned about local quality of life

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

Any other information you wish to give? No

Recommended by Council Member(s): _____

Hours willing to commit each month: 4 or whatever is needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X Not aware of any

If so, describe: _____

[Signature]
Applicant's Signature

11/8/12
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	

Richland County Council Request of Action

Subject

Board of Zoning Appeals-1; Applications were received from the following: Terry Brown, Terry L. Edwards, Colie L. Lorick, Jr., Christopher Sullivan **[PAGES 168-177]**



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Terry W. Brown
Home Address: 129 Mallard Landing Way, Columbia, SC 29209
Telephone: (home) 803-776-7083 (work) N/A
Office Address: N/A
Email Address: Tybro@aol.com
Educational Background: LLB (Law Degree), MA (Mgmt)
Professional Background: Richland County Zoning Administrator 11/89 - 10/99
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Board of Zoning Appeals
Reason for interest: Interest in orderly development in Richland County
and prevention of conflicting land usage
Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
Previously served two terms on BOZA
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? _____
Recommended by Council Member(s): _____
Hours willing to commit each month: Any number required

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: _____

Jerry S. Brewer _____ 11/1/12 _____
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: TERRY L EDWARDS

Home Address: 531 PENN ROAD HOPKINS

Telephone: (home) 803 920 5327 (work) SAME

Office Address: 5219 N TRENHOLM ROAD COLUMBIA

Email Address: TEDWARDS@SC.RR.COM

Educational Background: ELECTRONICS / FINANCE

Professional Background: BUSINESS OWNER, REALTOR'S LICENSE

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: BOARD OF ZONING APPEALS

Reason for interest: CONCERN FOR RESIDENTIAL / COMMERCIAL
MIX TO MATCH EXISTING & FUTURE INFRASTRUCTURE.

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

Commission:

COUNTY RESIDENT FOR 45 YEARS, FORMER
BUSINESS OWNER, ABILITY TO MANAGE AND MAKE
INFORMED DECISIONS

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: AS REQUESTED

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

NOV 8, 2012
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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: COLIE L. LORICK, JR.
Home Address: 7 WHITHORN WAY BLYTHEWOOD, SC 29016
Telephone: (home) 803-754-3762 (work) 803-734-4746
Office Address: 1000 ASSEMBLY ST. COLUMBIA SC 29201
Email Address: PASTORLORICK@YAHOO.COM
Educational Background: ASSOCIATES OF SCIENCES - TOOL & DIE DESIGN
Professional Background: PROJECT ADMINISTRATOR - OFFICE OF ATTORNEY GENERAL

Male [checked] Female [] Age: 18-25 [] 26-50 [] Over 50 [checked]

Name of Committee in which interested: BOARD OF ZONING APPEALS
Reason for interest: VERY INTERESTED IN THE PLANNED GROWTH OF R.C., MUCH OF WHICH IS IMPACTED BY ZONING DECISIONS.

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

Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? PASTOR OF BETHLEHEM UNITED CHURCH
Recommended by Council Member(s):
Hours willing to commit each month: ??

CONFLICT OF INTEREST POLICY

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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.

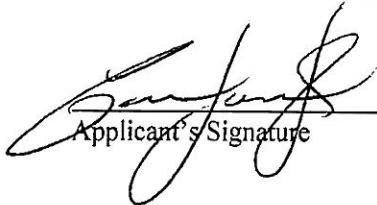
Yes _____ No i

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

 11/12/12
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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Christopher Sullivan
Home Address: 305 Barger Circle, Irmo, SC 29063
Telephone: (home) (803) 737-1878 (work) 803-576-0368
Office Address: N/A
Email Address: Christophersamsullivan@gmail.com
Educational Background: Midlands Technical College
Professional Background: Communication & Political Consulting
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Board of Zoning Appeals
Reason for interest: Please view attachment.

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

Please view attachment.

Presently serve on any County Committee, Board or Commission? N/A

Any other information you wish to give? I am a recipient of the Mayor's Key to the City.

Recommended by Council Member(s): Rose, Manning, Jeter

Hours willing to commit each month: I am willing to commit 15hr per month.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

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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.

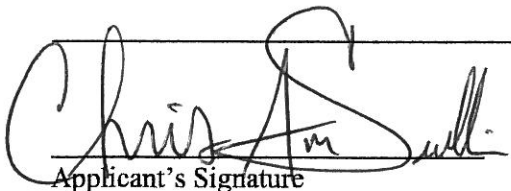
Yes X No

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 X

If so, describe: N/A


Applicant's Signature

 08/30/12
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

Reason for interest:

I am interested on serving on Richland County's Board of Zoning Appeals because I strongly believe in serving the people. I am also interested in serving on the Board of Zoning Appeals because I strongly believe it is critical that the Board of Zoning Appeals has a representation from all demographics. Currently, the Board of Zoning Appeals lacks a representation from the youth community, while many of the decisions the Board of Zoning Appeals impacts their future of Richland County. I strongly believe serving on the Richland County's Board of Zoning Appeals is not only a great way to give back to our county but also is a great way to help ensure we have a prosperous future.

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

I strongly believe my can-do attitude, energy, passion, principles, and being a visionary can truly be an asset to the Richland County Board of Zoning Appeals.

I have been engaged with civic work for almost two decades now. I have graduated from the Richland 101 program. I have worked for the Greater Columbia Chamber of Commerce and understand the value that businesses play throughout our community. I have lived in Richland County for over 18 years and have observed how we have grown as a county, compared to other counties throughout the Southeast.

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-1; there is one vacancy on this board for an un-expired position; applications were received from the following: Anthony Mizzell, Brandolyn Thomas Pinkston, Beverly G. Turner
[PAGES 178-185]



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: ANTHONY MIZZELL
Home Address: 106 WEMBLEY ST. COLUMBIA, SC 29209
Telephone: (home) 803 776 8788 (work) 803 730 0757
Office Address: 3168A CHARLESTON HWY W. COLUMBIA SC 29172
Email Address: tony.mizzell@gmail.com
Educational Background: B.A. JOURNALISM & COMMUNICATIONS, USC
Professional Background: RECYCLING DEVELOPER, RICHLAND COUNTY COUNCIL 1999-2006
Male [checked] Female [] Age: 18-25 [] 26-50 [checked] Over 50 []
Name of Committee in which interested: CENTRAL MIDLANDS COUNCIL OF GOVT'S
Reason for interest: I WOULD LIKE TO SERVE MY COUNTY AND USE MY LOCAL GOVT EXPERIENCE TO PROTECT RICHLAND COUNTY'S INTEREST AND ISSUES WITH THE GOV.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I PREVIOUSLY SERVED ON THE GOV AS VICE CHAIR OF CPAC AND MY LOCAL GOVT EXPERIENCE CAN BENEFIT RICHLAND COUNTY
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give?
Recommended by Council Member(s): GREG PEARCE, PAUL LIVINGSTON, DAMON JETER
Hours willing to commit each month: WHATEVER REQUIRED

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all 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: _____

[Signature]
Applicant's Signature

11-7-12
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 checked="" type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Brandolyn Thomas Pinkston

Home Address: 5 Woodlands Ridge Court

Telephone: (home)803.788.4299 /803.351.9232 (cell) (work)

Office Address: Retired

Email Address: **btpinkston@yahoo.com**

Educational Background: Bennett College, Shaw University-BA-Political Science; North Carolina Central University, MA-History

Professional Background: Former Administrator . South Carolina Department of Consumer Affairs

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

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

Reason for interest: Participation in government is a duty that all citizens should share in a democracy.

I believe in working for the public good and the good of the 'whole.'

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

Commission: See attached

More than thirty years in management or executive positions in state government, providing a wide range of services to citizens similar to the tasks of the Central Midlands Council of

Governments

Presently serve on any County Committee, Board or Commission? No _____

Any other information you wish to give? See attached

Recommended by Council Member(s): None

Hours willing to commit each month: To Be Determined

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.

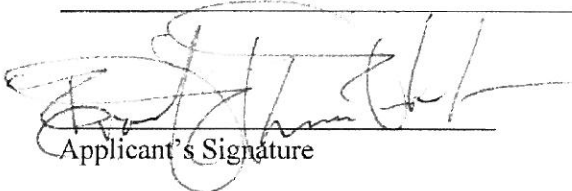
Yes _____ No XXXXXXXX

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 XXXXXXXX

If so, describe: _____


Applicant's Signature

November 11, 2012
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	

Brenda Lynn Thomas Pinkston



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Beverly G. Turner
Home Address: 417 Flora Drive Columbia, SC 29223
Telephone: (home) 803 788-9241 (work) NA
Office Address: NA
Email Address: lturner@bellsouth.net
Educational Background: B.S. and M.Ed
Professional Background: LMSW

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

Name of Committee in which interested: Central Midlands Council of Government
Reason for interest: Board see attachment

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

see attachment

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: ten plus

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

Beverly D. Turner
Applicant's Signature

11/9/12
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

Page 3

Beverly G. Turner

Application for service on Richland County Committee, Board or Commission

Reason for interest:

I want to continue to be an advocate for aged and disabled citizens who reside in the midlands region of South Carolina.

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

I facilitated, formerly, plans in the community and institution for disabled citizens through the Department of Disabilities and Special Needs for over five years. I continue after retirement to serve as a member of the Regional Aging Advisory Committee with Santee – Lynches Regional COB. My involvement with the COB started through employment as a Community Long Term Care Area Administrator for over twenty years at the South Carolina Department of Health and Human Services. I held leadership role in various committees and organizations that advocated for the aged and disabled citizens of South Carolina. I held a leadership role with the National Adult Day Services Association and South Carolina Public Health Association.

Richland County Council Request of Action

Subject

Employee Grievance Committee-2

Richland County Council Request of Action

Subject

Township Auditorium-1; there is one vacancy on this board; applications were received from the following: Jackson Gitonga, Yvonne George Stocker, Andrew Nick Theodore* **[PAGES 187-193]**

*Eligible for reappointment



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: JACKSON KL GITONGA

Home Address: 2225 COLLEGE ST COLA SC 29205

Telephone: (home) 200-6705 (work) 363-1779

Office Address: _____

Email Address: _____

Educational Background: 2 yrs college education

Professional Background: Photo Finshing

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

Name of Committee in which interested: TOWNSHIP

Reason for interest: For more exprience in board as a
Volunteer and Learn something new

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

Presently serve on any County Committee, Board or Commission? Senior Companion

Any other information you wish to give? volunteer

Recommended by Council Member(s): _____

Hours willing to commit each month: 20

CONFLICT OF INTEREST POLICY

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Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

November 05 / 12
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



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Yvonne George Stocker

Home Address: 135 American Ave Hopkins, SC 29061

Telephone: (home) 803 776-1149 (work) _____

Office Address: _____

Email Address: YGstocker@bellsouth.net

Educational Background: BS Elementary Ed. MS Literacy

Professional Background: Retired AT&T / Retired ACSDT

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

Name of Committee in which interested: Township Auditorium

Reason for interest: Offer service to the community,
making a positive difference

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

I'm open-minded, putting the needs of
the community first.

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

Any other information you wish to give? Willing to work/volunteers

Recommended by Council Member(s): Honorable Kelvin Washington

Hours willing to commit each month: Whatever is needed

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Yvonne G. Hocker
Applicant's Signature

November 5, 2012
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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Andrew M. Theodore (Drew)

Home Address: 90 Avian Trail, Columbia SC 29206

Telephone: (home) 803 782 8282 (work) 803 299 9979

Office Address: 1700 Laurel St., Columbia SC 29201

Email Address: a.theodore@TheodoreInsurance.com

Educational Background: BA USC

Professional Background: Owner Theodore Associates

Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]

Name of Committee in which interested: Township Auditor

Reason for interest: Currently serve as Chair. Enjoy the progress made over the past 4 years

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

Understand the workings and dynamics of the Township Auditor

Presently serve on any County Committee, Board or Commission? Township Auditor

Any other information you wish to give?

Recommended by Council Member(s): Greg Power, Jim Manning

Hours willing to commit each month: Currently spending around 16 hrs. per month

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

11/6/12

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.

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Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2

Richland County Council Request of Action

Subject

Business Service Center Appeals Board-qualifications of recent appointments

Richland County Council Request of Action

Subject

Community Relations Council Appointments

Richland County Council Request of Action

Subject

Council Individual Discretionary Account

Richland County Council Request of Action

Subject

Tax Increment Financing (TIF):

- a. TIF Chronology [**PAGES 198-199**]
- b. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto [**FIRST READING BY TITLE ONLY**] [**PAGE 200**]
- c. Columbia Renaissance Redevelopment Plan IGA [**PAGES 201-231**]
- d. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto [**FIRST READING BY TITLE ONLY**] [**PAGE 232**]
- e. Innovista Redevelopment Plan IGA [**PAGES 233-257**]

TIF CHRONOLOGY

Draft of 11.14.12

- September 2009 - City distributes copies of Columbia Renaissance Redevelopment Plan and Innovista Redevelopment Plan (together “Original Redevelopment Plans”);
- November 9, 2009 – County receives letter from City indicating City has cancelled public hearings on the Original Redevelopment Plans scheduled for November 18, 2009;
- November 12, 2009 – County acknowledges City has withdrawn Original Redevelopment Plans from consideration and the County formally objects to and declines to participate in the Original Redevelopment Plans;
- December 2009 – City distributes copies of Revised Columbia Renaissance Redevelopment Plan and Innovista Redevelopment Plan (together “Revised Redevelopment Plans”) to County and School District, with notice of February public hearing;
- January 27, 2010 - County objects to Revised Redevelopment Plans on the basis of: length of plan term; bond markets for TIF; expansive scope; and feasibility;
- February 4, 2010 – City holds public hearing and gives First Reading to Revised Redevelopment Plans;
- February 17, 2010 - City gives Second Reading to Revised Redevelopment Plans;
- February 2010 – January 2012 – City, County and School District have sporadic and informal discussions about the possibility of intergovernmental agreements that would provide for limits on percentage and duration of participation, and that would establish an oversight committee to monitor the plans;
- January 2012 – City, County and School District deputize smaller working groups to meet regularly on the proposed intergovernmental agreements (“IGA”);
- August 21, 2012 – City gives First Reading to IGA Ordinances;
- November 20, 2012 – County to give First Reading to IGA Ordinances;
- December 4, 2012 – County holds public hearing and gives second reading to IGA Ordinance; School District gives first reading to IGA Resolution;
- December 11, 2012 – County gives third reading to IGA Ordinance School District holds public hearing and gives second reading to IGA Resolution;
- December 18, 2012 – City gives second reading to IGA Ordinance; City adopts resolution calling for public hearing on plan amendments; City gives first reading to Amendment Ordinance;

- By December 21, 2012 – City gives notice of plan amendments to taxing entities;
- Between January 6-21, 2013 – Publish notice of public hearing; and
- February 5, 2013 – City holds public hearing and gives second reading to Amendment Ordinance.

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

AUTHORIZING, PURSUANT TO CHAPTER 6 OF TITLE 31, OF THE SOUTH CAROLINA CODE OF LAWS, 1976, THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE COLUMBIA RENAISSANCE REDEVELOPMENT PLAN AMONG RICHLAND COUNTY, SOUTH CAROLINA, THE CITY OF COLUMBIA, SOUTH CAROLINA, AND SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.

SUBJECT TO REVISION

INTERGOVERNMENTAL AGREEMENT (Columbia Renaissance Redevelopment Plan)

This **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is dated as of this ___ day of _____, 2012, and is by and among **RICHLAND COUNTY, SOUTH CAROLINA**, a corporate body politic and a political subdivision of the State of South Carolina (the "County"), **SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA**, a school district and political subdivision of the State of South Carolina (the "School District"), and the **CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina (the "City," and together with the County and the School District, the "Parties" and each individually, a "Party").

W I T N E S S E T H :

(a) Pursuant to the "Tax Increment Financing Law," now codified in Sections 31-6-10 to 31-6-120 (herein the "Act") of the South Carolina Code of Laws of 1976, as amended (the "S.C. Code"), the governing bodies of incorporated municipalities within the State of South Carolina are vested with all powers consistent with the South Carolina Constitution necessary, useful, and desirable to enable them to accomplish redevelopment in areas which are or threaten to become blighted.

(b) The City caused to be prepared and adopted in 2010 a redevelopment plan entitled, "Columbia Renaissance Redevelopment Plan," attached hereto as Exhibit A (the "Original Renaissance Redevelopment Plan"), which contains a statement of objectives of the City with regard to such Renaissance Redevelopment Plan. As described further below, the City now proposes to approve certain amendments to the Original Renaissance Redevelopment Plan. The proposed amendments to the Original Renaissance Redevelopment Plan are attached hereto as Exhibit B (such amendments being referred to as the "Renaissance Plan Amendments"). The term "Renaissance Redevelopment Plan" as used herein shall refer to the Original Renaissance Redevelopment Plan as amended by the Renaissance Plan Amendments.

(c) The Renaissance Redevelopment Plan provides a comprehensive program for the redevelopment of certain areas of the City that are defined and described in the Renaissance Redevelopment Plan, namely the "Columbia Renaissance Redevelopment District" (the "Renaissance Redevelopment Project Area").

(d) The Renaissance Redevelopment Plan provides for or describes, as applicable: (i) a generic and functional list of the types and nature of projects that may be undertaken within the Renaissance Redevelopment Project Area (the "Renaissance Redevelopment Projects"); (ii) various parcels of real property to be included within the Renaissance Redevelopment Project Area; (iii) the issuance of "obligations" within the meaning of the Act, the proceeds of which will be used to finance or refinance the costs of the Renaissance Redevelopment Projects, as contemplated herein (the "Obligations"); and (iv) the duration of the Renaissance Redevelopment Plan. Exhibit C attached hereto contains a list of specific projects, together with the estimated costs thereof, that are within the scope of the Renaissance Redevelopment Projects and which the Parties have expressly approved pursuant to this Agreement (the "Pre-Approved Renaissance Redevelopment Projects"). The term "Obligations" as used herein includes only those obligations issued to pay all or a portion of Maximum Project Costs defined in Section 6(a) hereof.

SUBJECT TO REVISION

(e) Section 31-6-80 of the Act provides that before a municipality approves any redevelopment plan under the Act, the governing body of such municipality must hold a public hearing on the redevelopment plan after published notice in a newspaper of general circulation in the county in which the municipality and any taxing district affected by the redevelopment plan are located not less than 15 days and not more than 30 days prior to the hearing.

(f) The aforesaid section further provides that not less than 45 days prior to the date set for the public hearing, the municipality shall give notice to all taxing districts of which taxable property is included in the redevelopment project area, which notice also shall include such other matters required by the Act.

(g) After appropriate and timely notice to the County and the School District, the City approved the Original Renaissance Redevelopment Plan on February 17, 2010. The County and School District, at or prior to the time of such approval, objected to and did not consent to participate in the Original Renaissance Redevelopment Plan.

(h) Since the approval of the Original Renaissance Redevelopment Plan, the Parties have negotiated terms and conditions under which the County and the School District are willing to participate in the Renaissance Redevelopment Plan. In connection with such negotiations, the City has agreed (1) to amend the Original Renaissance Redevelopment Plan to shorten the maximum term thereof and reduce the percentage at which the County and the School District will participate thereunder, and (2) to enhance timely reporting to the County and the School District of information related to the Renaissance Redevelopment Plan and the Renaissance Redevelopment Projects. The Parties have further agreed to create and empower an oversight committee to represent the on-going interests of the Parties.

(i) Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions under which the Parties will participate in the Renaissance Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Renaissance Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the Parties with respect to the Renaissance Redevelopment Plan, all as provided in Section 11 hereof.

Section 1. Representations and Warranties of the Parties. Each of the Parties represents and warrants that:

(a) It has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) It has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and

(c) This Agreement constitutes a legal, valid, and binding obligation of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

SUBJECT TO REVISION

Section 2. Acknowledgments; Approval of and Consent to Renaissance Plan Amendments. (a) The County and School District acknowledge and agree that the City gave appropriate and timely notice to the County and School District of the adoption of the Original Renaissance Redevelopment Plan and the Renaissance Plan Amendments.

(b) The City acknowledges and agrees that the County's and the School District's participation in the Renaissance Redevelopment Plan is conditioned upon the terms and conditions established herein, including the specific content of the Renaissance Plan Amendments as attached hereto, and that neither the County nor the School District would consent to such participation in the absence of this Agreement.

(c) The County and the School District hereby approve and consent to the Renaissance Plan Amendments, but only if and to the extent that the Renaissance Plan Amendments are approved by the City in exactly the form attached hereto as Exhibit B. The City agrees that the County and the School District shall have the right to approve or reject any changes that may be required to be made to the Renaissance Plan Amendments prior to final approval thereof.

(d) The County and School District expressly acknowledge that the City will be issuing the Obligations in reliance upon the undertakings and agreements of the County and School District set forth herein, and hereby consent to the City's issuance of the Obligations, as contemplated by the Renaissance Redevelopment Plan, subject to the terms of this Agreement.

Section 3. Renaissance Oversight Committee. (a) Establishment of Renaissance Oversight Committee. The Parties will cause the establishment and maintenance of the Renaissance Oversight Committee (the "Renaissance Oversight Committee") which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Renaissance Redevelopment Project Area and the Renaissance Redevelopment Projects as provided in this Agreement. The Renaissance Oversight Committee will consist of twelve members, each of whom shall represent the interest of the Party appointing such member, as follows: (i) four members representing and appointed by the City; (ii) four members representing and appointed by the County; and (iii) four members representing and appointed by the School District. In appointing one of its four members to the Renaissance Oversight Committee, each Party shall consider recommendations from the Greater Columbia Chamber of Commerce, provided, however, that such recommendations are not binding and such recommendations must include only persons who are then active in the business community.

(b) Term. Each member of the Renaissance Oversight Committee shall serve at the pleasure of the Party that appointed such member.

(c) Relationship to Innovista Oversight Committee. The members of the Renaissance Oversight Committee and the members of the Innovista Oversight Committee created pursuant to that certain Intergovernmental Agreement (Innovista Redevelopment Plan) among the Parties, dated the date hereof and relating to the Innovista Redevelopment Project Area, shall consist of the same appointees. The Renaissance Oversight Committee and the Innovista Oversight Committee shall be fully empowered to meet as a single body and, in a single meeting, receive such information and take such action as it deems appropriate with respect to both the Renaissance Redevelopment Project Area and the Innovista Redevelopment Project Area.

SUBJECT TO REVISION

(d) Membership Criteria. Each Party will use its best efforts to ensure that the overall membership of the Renaissance Oversight Committee is diverse with respect to ethnicity, culture, and gender. The Parties will also cooperate in an effort to cause the Renaissance Oversight Committee to contain: (i) at least one member with a professional background in finance; (ii) at least one member with a professional background in real estate development; (iii) at least one member with a professional background in engineering or architecture; and (iv) at least one member who is actively involved in the business community in Richland County. At least one member selected by each of the Parties shall be a member of the administrative or finance staff of that Party. In the event that a Party selects a person who serves on the governing body of that Party to serve as a member of the Renaissance Oversight Committee, such person shall be serving in an ex officio capacity as a part of his official duties but shall be entitled to full participation and voting rights. Each member of the Renaissance Oversight Committee that is not an elected official shall be required to provide full disclosure in writing of all actual or potential conflicts of interest that such member may have with respect to the business and affairs of the Renaissance Oversight Committee and the Renaissance Redevelopment Projects.

(e) Reporting Requirements. Not later than each December 1 following the end of each fiscal year of the City (the "Fiscal Year") during the duration of the Renaissance Redevelopment Plan, the City will provide to the Renaissance Oversight Committee and to both the County Administrator and the Superintendent of the School District information summarizing the business and financial aspects of the activities conducted within the Renaissance Redevelopment Project Area. Such information shall be provided in substantially the form attached hereto as Exhibit D and shall include, at a minimum and without limitation, the following information:

(i) based on timely receipt of such information from the County (including, particularly, the County Auditor, the County Assessor or the County Treasurer, as the case may be), (1) the then-current total equalized assessed value of the Renaissance Redevelopment Project Area, as defined in and described by the Act; (2) the amount of the incremental tax revenues attributable to the Renaissance Redevelopment Project Area that have been collected from the levy imposed by each Party during such Fiscal Year together with the amounts paid to each Party; and (3) the amount of the incremental tax revenues remitted to the City to be deposited in the special tax allocation fund established in connection with the Renaissance Redevelopment Plan (the "Special Tax Allocation Fund") during such Fiscal Year;

(ii) an itemized description of the expenditures during such Fiscal Year from the Special Tax Allocation Fund and from the proceeds of any series of Obligations with cross-references to the Renaissance Redevelopment Project being implemented thereby;

(iii) the outstanding principal balance of and debt service requirements on all Obligations as of the last day of the Fiscal Year to which such report relates; and

(iv) an estimated budget for debt service on Obligations and for amounts of incremental tax revenues to be spent on Renaissance Redevelopment Projects during the upcoming Fiscal Year with cross-references to the Renaissance Redevelopment Project being implemented.

SUBJECT TO REVISION

The County shall coordinate with the County Assessor, the County Auditor, and the County Treasurer, and shall use its best efforts to cooperate with the City, to promptly provide information reasonably requested by the City no later than October 1 of each year in order for the City to satisfy its reporting obligations described herein. Any direct costs incurred by the County Assessor, the County Auditor, or the County Treasurer in complying with such requests shall be payable from available incremental tax revenues in the Special Tax Allocation Fund. The information required under Sections 3(e)(ii) and (iii) above shall be either (1) verified by an independent third-party firm of certified public accountants selected by the Renaissance Oversight Committee (provided that the costs and expenses of such verification may be payable from incremental tax revenues in the Special Tax Allocation Fund, if then available) or (2) included as a supplemental report within the audited financial report of the City for such Fiscal Year, in either case provided to the Renaissance Oversight Committee on or before February 1 following the end of such Fiscal Year.

(f) Right of City to Implement Renaissance Redevelopment Plan; Approval of Pre-Approved Renaissance Redevelopment Projects. The City shall have the right to implement the Renaissance Redevelopment Plan, including but not limited to the issuance of Obligations, in accordance with its stated terms and the terms and conditions of this Agreement without further approval by the Renaissance Oversight Committee. The Parties hereby approve the Pre-Approved Renaissance Redevelopment Projects. The City shall have the right to acquire, construct, improve, equip, finance, and otherwise implement the Pre-Approved Renaissance Redevelopment Projects as described in Exhibit C hereto without further approval by the Renaissance Oversight Committee or the Parties.

(g) Role of Renaissance Oversight Committee. The Parties acknowledge that the Renaissance Redevelopment Plan includes generic and functional descriptions of the Renaissance Redevelopment Projects. Exhibit C hereto provides a detailed list of the Pre-Approved Renaissance Redevelopment Projects. It is the specific intention of the Parties that: (1) any modifications of the Pre-Approved Renaissance Redevelopment Projects that are consistent with the generic and functional description of the Renaissance Redevelopment Projects set forth in the Renaissance Redevelopment Plan must be approved by the Renaissance Oversight Committee; and (2) any amendments to the generic and functional description of the Renaissance Redevelopment Projects contained in the Renaissance Redevelopment Plan must be approved pursuant to the procedures set forth in Section 31-6-80 of the Act. The Pre-Approved Renaissance Redevelopment Projects and any modifications thereto that are hereafter approved by the Renaissance Oversight Committee as provided by this Agreement are collectively referred to as the “Approved Renaissance Redevelopment Projects.” In light of the foregoing, the Renaissance Oversight Committee shall have the following purposes and powers:

(i) to approve any modifications to the Approved Renaissance Redevelopment Projects that may be requested by the City and that do not require an accompanying amendment to the generic and functional list of the Renaissance Redevelopment Projects contained in the Renaissance Redevelopment Plan;

(ii) to approve any reordering of the prioritization (if any) of the Approved Renaissance Redevelopment Projects that may be requested by the City;

(iii) to approve reallocations as described in Section 6(a) of this Agreement that may be requested by the City;

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(iv) to recommend the disposition of Surplus Revenues (as defined in Section 6(b) of this Agreement), which recommendation will be subject to approval by the governing bodies of each Party, including (A) the use of Surplus Revenues to prepay or defease outstanding Obligations, to the extent that such Obligations are then subject to prepayment or defeasance; (B) the use of Surplus Revenues to fund Approved Renaissance Redevelopment Projects; or (C) the release of Surplus Revenues to participating entities;

(v) to provide other related recommendations and oversight functions as necessary and appropriate; and

(vi) to approve any request by the City that a portion of the Aggregate Annual TIF Revenues (as defined in Section 4(e)(iv) of this Agreement) be used to pay for maintenance of one or more Approved Renaissance Redevelopment Projects, subject to the provisions of Section 7 of this Agreement.

To clarify, the Renaissance Oversight Committee shall have the right to exercise the approval powers described in clauses (i), (ii), (iii), and (vi) above only upon request by the City, and shall not have the power to approve any of the described modifications, reorderings, reallocations, or expenditures on its own motion.

(h) Supermajority Requirement. With respect to matters requiring “approval” by the Renaissance Oversight Committee described in Section 3(g)(i), (ii), (iii), and (vi) above, such approval shall require a supermajority vote such that: (i) at least nine of the members vote in favor of the matter, and (ii) at least three members representing each Party vote in favor of the matter.

(i) Limitation on Powers of Renaissance Oversight Committee. Notwithstanding the provisions of Section 3(g) above, the approval of the Renaissance Oversight Committee shall not be required in order for the City to take any action that is required to comply with any applicable federal or state law or regulation or any order or judgment of a court or other administrative or regulatory body, or to sell or otherwise dispose of any real property acquired with incremental tax revenues or proceeds of Obligations, provided the proceeds from such sale or other disposition are deposited into the Special Tax Allocation Fund.

(j) Organizational Matters Relating to Renaissance Oversight Committee. The Renaissance Oversight Committee shall establish rules and procedures for the conduct of its business (the “Procedures”), which Procedures shall be approved by each Party. The Renaissance Oversight Committee shall hold regular meetings at least once in each calendar quarter and shall be entitled to call special meetings as set forth in the Procedures. Any matter requiring affirmative action, whether a recommendation or approval, by the Renaissance Oversight Committee must be conducted at a duly called and scheduled meeting at which a quorum is in attendance, with a “quorum” meaning at least nine members in total and at least three members representing each Party. The Renaissance Oversight Committee shall, in the Procedures, establish attendance requirements and the method by which the Renaissance Oversight Committee shall elect a chairman, a vice-chairman, and a secretary whose primary responsibility shall be to record the attendance of the members and provide written minutes of each meeting. The Procedures shall include a process to ensure compliance with the requirements of the Freedom of Information Act.

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Section 4. Limited Participation; Term. (a) Participation. As used herein, the term “Participation,” with respect to each Party, means that specified percentage set forth in paragraph (d) below of the collections of incremental tax revenues attributable to the respective millage rates imposed by each Party on taxable real property within the Renaissance Redevelopment Project Area and which will be deposited in the Special Tax Allocation Fund and applied to the extent and in the manner permitted by the Act and this Agreement.

(b) Term. The Parties hereby consent to the deposit of the collections of the specified percentage of incremental tax revenues, set forth in paragraph (d) below, attributable to their respective millage rates in the Special Tax Allocation Fund for a period not to exceed the lesser of (1) fifteen (15) years from the first day of the first Fiscal Year in which the principal of or interest on Obligations shall be scheduled to be payable or is in fact paid from incremental tax revenues, or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving the Renaissance Plan Amendments (the “Actual Participation Term”).

(c) Payment of Initial Incremental Tax Revenues. The Parties agree that the City may, during the first five years of the Actual Participation Term, issue Obligations the principal of and interest on which (i) shall not be secured by or payable from incremental tax revenues at all, or (ii) shall not be payable from incremental tax revenues until more than one year after the issuance thereof. In such event, all incremental tax revenues collected by the County Treasurer during the period prior to which such Obligations shall be or become payable from incremental tax revenues shall be paid to the Parties in the amounts of such incremental tax revenues generated by the levies of the respective Parties. The determination of whether and when incremental tax revenues will be used to pay principal and interest on a particular Obligation or series of Obligations shall be made by the City (and notice of such determination shall be given by the City to the County, the School District, the County Auditor and County Treasurer) on the date of delivery of such Obligations.

(d) Percentage Participations. The City hereby consents to its Participation in the Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Renaissance Redevelopment Project Area attributable to its millage (the “City Percentage Participation”); the County hereby consents to its Participation in the Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Renaissance Redevelopment Project Area attributable to its millage (the “County Percentage Participation”), and the School District hereby consents to its Participation in the Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Renaissance Redevelopment Project Area attributable to its millage, excluding, specifically, however, in this computation any revenue attributable to the reimbursement from the State of South Carolina pursuant to Section 11-11-156(D) of the S.C. Code, all of which is to be remitted to the School District (the “School District Percentage Participation”).

(e) Allocation Methodology. The County shall utilize its best efforts to ensure that the County Treasurer will implement, every tax year during the Actual Participation Term, the respective Percentage Participations described above pursuant to the following methodology:

(i) Determination of Total Renaissance Tax Incremental Revenues. In each tax year during the Actual Participation Term, there shall first be implemented the provisions of Section 31-6-70(2)(b) of the Act by determining that portion, if any, of tax revenues that are

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received from the Renaissance Redevelopment Project Area and which are attributable to the increase in the then-current total equalized assessed valuation of all taxable real property in the Renaissance Redevelopment Project Area over and above the total initial equalized assessed value of taxable real property in the Renaissance Redevelopment Project Area (the amount of the increase in assessed value with respect to each Party being referred to as the “Increased Assessed Value,” and all of such incremental taxes being referred to as the “Total Renaissance Incremental Taxes”). Prior to depositing any amount of the Total Renaissance Incremental Taxes into the Special Tax Allocation Fund, however, there shall be performed the calculations required by the remainder of this Section 4(e).

(ii) Allocation Among Parties. There shall then be allocated the portion of the Total Renaissance Incremental Taxes attributable to the levies of the Parties among the Parties by multiplying the amount of each Party’s millage imposed during such tax year by the Increased Assessed Value of property subject to *ad valorem* taxation by such Party. The resulting amounts shall be expressed in dollars and shall be defined, with respect to each Party, as the “City Attributable Incremental Taxes,” the “County Attributable Incremental Taxes,” and the “School District Attributable Incremental Taxes” for such tax year.

(iii) Application of Percentages; Deposit. Unless paid to each Party in accordance with the provisions of Section 4(c) hereof, as of each May 1 of each tax year, there shall then be allocated and distributed such Total Renaissance Incremental Taxes as follows:

(A) With respect to the City, the City Attributable Incremental Taxes shall be multiplied by the City Percentage Participation (the “City TIF Revenues”). The City TIF Revenues shall be deposited into the Special Tax Allocation Fund. City Attributable Incremental Taxes in excess of the City TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the City to be applied] as provided by general law.

(B) With respect to the County, the County Attributable Incremental Taxes shall be multiplied by the County Percentage Participation (the “County TIF Revenues”). The County TIF Revenues shall be deposited into the Special Tax Allocation Fund. County Attributable Incremental Taxes in excess of the County TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the County to be applied as provided by general law.

(C) With respect to the School District, the School District Attributable Incremental Taxes shall be multiplied by the School District Percentage Participation (the “School District TIF Revenues”). The School District TIF Revenues shall be deposited into the Special Tax Allocation Fund. School District Attributable Incremental Taxes in excess of the School District TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the School District to be applied as provided by general law.

(D) Any remaining amounts of the Total Renaissance Incremental Taxes that are attributable to the levies of taxing entities other than the Parties shall be deposited into the Special Tax Allocation Fund.

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(E) If any portion of Total Renaissance Incremental Taxes is received after the initial annual distribution is made, then such portion shall be distributed by the end of the calendar quarter in which it was received in accordance with the foregoing distribution method.

(iv) Aggregate Annual TIF Revenues. The aggregate of the City TIF Revenues, the County TIF Revenues, the School District TIF Revenues, and any amounts described in Section (4)(e)(iii)(D) and (E) above in any given tax year is referred to herein as the “Aggregate Annual TIF Revenues.” The Parties agree that the City shall have the conclusive right, without approval or review by the Renaissance Oversight Committee, to apply Aggregate Annual TIF Revenues to Debt Service Requirements and Other Requirements (as such terms are defined in Section 6(b) of this Agreement) and to the costs of Approved Renaissance Redevelopment Projects on a “pay-as-you-go” basis, all as more particularly described in Section 6(b).

(v) No Responsibility for Shortfall. With respect to this Agreement and as provided by the Act, neither the County nor the School District shall be responsible for any shortfalls in the Aggregate Annual TIF Revenues relative to the projections contained in the Renaissance Redevelopment Plan or relative to Debt Service Requirements (as defined in Section 6(b) of this Agreement). Insofar as any shortfall is to be offset from rate increases for the users of the City’s water and sewer systems, the City agrees to use its best efforts to ensure that there is no disproportionately high rate increase for customers in the unincorporated portions of the County.

An example illustrating the operation of the foregoing allocation is attached hereto as Exhibit E.

Section 5. Act 388 True-Up. Each of the City and the County hereby agree that it shall promptly remit to the School District, as and when received and in the full amount so received, any payments received pursuant to Section 11-11-156(D) of the S.C. Code, and the City hereby waives any statutory right to receive such funds the City would have otherwise been granted under said Section 11-11-156(D). The Parties acknowledge and agree that the purpose of this undertaking is to ensure that the School District receives reimbursement for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code. In the event that applicable law is changed during the term of this Agreement to provide for a different reimbursement mechanism, each of the City and the County will remit to the School District the entire amount of the reimbursement received by them (if any) and due to the School District for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code.

Section 6. Maximum Project Costs; Surplus Revenues; Dissolution. (a) Reduction in Project Costs. The Approved Renaissance Redevelopment Projects may be funded, in whole or in part, directly with Aggregate Annual TIF Revenues on a “pay-as-you-go” basis or indirectly with the principal of Obligations. To the extent that the cost of an individual Approved Renaissance Redevelopment Project is less than indicated (either because the cost is less than estimated, because funds are available from sources other than Aggregate Annual TIF Revenues or principal of Obligations, or otherwise), the City shall have the right, after receiving the approval of the Renaissance Oversight Committee, to reallocate the Aggregate Annual TIF Revenues or principal of

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Obligations intended to pay such project costs to other Approved Renaissance Redevelopment Projects that are consistent with the generic and functional description in the Renaissance Redevelopment Plan. In no event during the Actual Participation Term shall the total costs of Approved Renaissance Redevelopment Projects and Other Requirements (as defined herein) paid directly by Aggregate Annual TIF Revenues and from the principal of Obligations exceed Forty Million (\$40,000,000) Dollars (the “Maximum Project Costs”). Subsequent to the date that the costs of Approved Renaissance Redevelopment Projects and Other Requirements paid from Aggregate Annual TIF Revenues and principal of Obligations equal Forty Million (\$40,000,000) Dollars, Aggregate Annual TIF Revenues collected thereafter and not used to pay Debt Service Requirements on Obligations delivered prior to such date constitute “Surplus Revenues” as such term is further defined and described below.

(b) Surplus Revenues. For purposes of this Agreement, the term “Surplus Revenues” shall be interpreted by reference to the description of “surplus funds” contained in Section 31-6-40 of the Act: “monies not required for payment and securing of obligations and the excess funds are surplus funds” **and** “any monies remaining in the Special Tax Allocation Fund after complying with the requirements of the pledge are also considered surplus funds.” Consistent with the foregoing description and for purposes of this Agreement, “Surplus Revenues” shall mean Aggregate Annual TIF Revenues that are required to be deposited or that are deposited into the Special Tax Allocation Fund in any tax year in excess of the aggregate of (1) the total amount of Debt Service Requirements (defined below) on all Obligations, (2) the total amount of Other Requirements (defined below) related to the Obligations and the Renaissance Redevelopment Projects, and (3) the total amount of expenditures made to defray the costs of Approved Renaissance Redevelopment Projects on a “pay-as-you-go” basis in such tax year to the extent and in the manner permitted by the Act and this Agreement. The term “Debt Service Requirements” shall be deemed to include all payments of principal, interest, redemption premium (if any), optional or mandatory redemptions of Obligations, and reimbursements for such payments previously made by the City from sources other than incremental tax revenues. The term “Other Requirements” shall include professional fees and expenses (including fees and expenses of trustees, registrars, paying agents, escrow agents, financial advisors, continuing disclosure agents, attorneys, accountants, consultants and the like), which are incurred by the Parties or the Renaissance Oversight Committee in connection with the Obligations or the Renaissance Redevelopment Projects (including but not limited to costs and expenses of any audit attributable to the Renaissance Redevelopment Project Area described in Section 3(e) above), arbitrage rebate liability associated with tax-exempt Obligations and any costs and expenses related to the foregoing, and required deposits to reserve or cushion funds or similar funds and accounts), which amount shall count against Maximum Project Costs.

(c) Notwithstanding any other provision of this Intergovernmental Agreement, no pledge is made by this Agreement of any Surplus Revenues. Any expenditure of Surplus Revenues may be made only pursuant to the terms of a supplemental written agreement providing for such expenditures, which written agreement must be formally approved by the Parties.

(d) As described in Section 3(g)(iv) of this Agreement, the Renaissance Oversight Committee shall have the right to recommend a particular use of Surplus Revenues, subject to approval by formal action of the respective governing bodies of the Parties. The Renaissance Oversight Committee shall make such a recommendation prior to March 31 of each year during the Actual Participation Term. Each of the Parties will, prior to May 1 of each year during the Actual Participation Term, consider and act on such recommendation with respect to the use of any

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Surplus Revenues deposited to the Special Tax Allocation Fund in such year. If requested by the Parties, the Renaissance Oversight Committee and the Parties will endeavor to permit differing dispositions of Surplus Revenues for each Party; provided, however, that the Parties acknowledge and agree that implementation of such differing dispositions may require an amendment to this Agreement to provide for a revised allocation methodology. If the Parties cannot, on or before the June 1 of a given year, agree on a suitable amendment to allow differing dispositions then the default outcome (absent agreement among all Parties) shall be that Surplus Revenues will be returned to the County Treasurer to be distributed to the Parties as required by general law, and more particularly by Sections 31-6-40 and 31-6-70 of the Act.

(e) Dissolution upon Completion. The City further agrees that promptly upon the full payment of the Maximum Project Costs from Aggregate Annual TIF Revenues and proceeds of Obligations, and the discharge of such Obligations, the City will dissolve the Renaissance Redevelopment Project Area as to the School District and the County pursuant to the procedure described in the Act, but to the extent allowed by law, may keep the Renaissance Redevelopment Plan open pending amendments to the Plan and other developments, including offering the County and the School District the opportunity to further participate in the redevelopment of the area.

Section 7. Maintenance Costs. The Parties agree that, in any given tax year, the City may request that the Renaissance Oversight Committee approve pursuant to Section 3(g)(vi) of this Agreement the application of a portion of the Aggregate Annual TIF Revenues to the actual costs of long-term maintenance of the Approved Renaissance Redevelopment Projects. In the absence of such approval, the City will have no right to apply Aggregate Annual TIF Revenues for such purpose. To the extent that the Renaissance Oversight Committee approves the application of Aggregate Annual TIF Revenues for such purpose, the approved amount shall not count against Maximum Project Costs.

Section 8. Notice and Right to Cure. If any Party defaults under any of this Agreement's terms, either or both of the non-defaulting parties may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty days after receipt of such written notice to cure the default. If the defaulting Party fails to cure the default within this time period, the non-defaulting Parties shall then be entitled to exercise any rights or remedies granted under this Agreement or under applicable law.

Section 9. No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the City, the County or the School District in any other than his or her official capacity, and neither the members of the City Council, the County Council or the Board of Trustees of the School District (as applicable), nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City, the County or the School District contained in this Agreement.

Section 10. Binding Nature of Agreement. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the governing bodies of the City, the County and the School District and their respective successors in office.

Section 11. Effect of Agreement. This Agreement constitutes and is intended by the parties to constitute the entire agreement between the Parties, and all obligations of the Parties, each to the

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other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the Parties. Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions on which each Party will participate in the Renaissance Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Renaissance Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City, the County and the School District with respect to the Renaissance Redevelopment Plan and the distribution of real property taxes and tax increment revenues received from the properties described in such Redevelopment Plan as being included in the Redevelopment Project Area.

Section 12. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all Parties hereto.

Section 13. Captions; Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 15. No Construction Against Drafter. The Parties hereby acknowledge that they have reviewed this Agreement, that each of the Parties has offered suggested changes and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

Section 16. Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 17. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the State, in Richland County, for resolution of any dispute arising hereunder.

Section 18. Dispute Resolution; Mediation. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To that end, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests,

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attempt to reach a just and equitable solution satisfactory to all Parties. If the Parties do not reach such solution within a period of sixty days, then the Parties agree to promptly submit to non-binding mediation any dispute that might otherwise have to be litigated, with each Party paying one-third of the costs of the mediator's services and necessary expenses.

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IN WITNESS WHEREOF, the City, the County, and the School District, by their authorized representatives, have hereunto set forth their hands as of the day first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Its: _____

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

**SCHOOL DISTRICT NO. 1 OF RICHLAND
COUNTY, SOUTH CAROLINA**

By: _____
Its: _____

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Exhibit A

Original Renaissance Redevelopment Plan
[to be attached]

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Exhibit B

Renaissance Plan Amendments

I. ADOPTION OF THE ORIGINAL COLUMBIA RENAISSANCE REDEVELOPMENT PLAN

At a meeting held on February 17, 2010, the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”) enacted Ordinance No. 2010-031, pursuant to Sections 31-6-10 through 31-6-120, Code of Laws of South Carolina 1976, as amended (the “Tax Increment Financing Law”), which provided for, among other matters, the adoption of the Columbia Renaissance Redevelopment Plan, as a “redevelopment plan” within the meaning of such term under the Tax Increment Financing Law (the “Original Columbia Renaissance Redevelopment Plan”). The Original Columbia Renaissance Redevelopment Plan designated certain real property located within the territorial limits of the City as a redevelopment project area (the “Columbia Renaissance Redevelopment Project Area”) under the Tax Increment Financing Law. The Original Columbia Renaissance Redevelopment Plan also provided for the issuance of Tax Increment Bonds in a principal amount of not exceeding \$40,000,000. As of the date hereof, the City has not issued any Tax Increment Bonds contemplated by the Original Columbia Renaissance Redevelopment Plan.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Columbia Renaissance Redevelopment Plan.

II. FIRST AMENDMENT TO COLUMBIA RENAISSANCE REDEVELOPMENT PLAN

By adopting this First Amendment to Columbia Renaissance Redevelopment Plan (the “First Amendment”; the Columbia Renaissance Redevelopment Plan as amended by this First Amendment to be referred to herein as the “Columbia Renaissance Redevelopment Plan as Amended”), the City proposes: (1) to modify the participation of the City, Richland County, South Carolina (the “County”) and the School District No. 1 of Richland County (the “School District”), with respect to incremental tax revenues generated within the Columbia Renaissance Redevelopment Project Area to an amount equal to seventy-five percent (75%) of the incremental tax revenues attributable to the respective millages of the City, the County and the School District; (2) to shorten the total duration of the Original Columbia Renaissance Redevelopment Plan; (3) to replace and update the information relating to Catalyst Projects and Public Projects (as such terms are defined in the Original Columbia Renaissance Redevelopment Plan) proposed to be financed from the proceeds of Tax Increment Bonds, incremental tax revenues generated within the Columbia Renaissance Redevelopment Project Area, or a combination of the foregoing; (4) to provide for the creation of the Renaissance Oversight Committee having such functions, powers and authority as described herein; and (5) to establish the “initial equalized assessed value” and “total initial equalized assessed value” (as such terms are defined in Section 31-6-100 of the Tax Increment Financing Law) for all taxable real property within the Columbia Redevelopment Project Area, based on the equalized assessed values of such real property for the tax year beginning on January 1, 2011.

On or prior to the date of approval of this First Amendment, the City has obtained the consent of the County and the School District to the modifications to the Original Columbia Renaissance Plan contained herein, as evidenced by the Intergovernmental Agreement (Columbia Renaissance Redevelopment Plan) dated _____, 2012 (the “County/School District Agreement”), among the

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City, the County and the School District, as authorized by resolution or other legislative action of the governing bodies thereof.

The findings and objectives of the City as set forth in the Original Columbia Renaissance Redevelopment Plan as initially adopted are hereby confirmed, approved and ratified (except as updated or supplemented herein) by this First Amendment.

III. PARTICIPATION OF CITY, COUNTY AND SCHOOL DISTRICT; DURATION

During the term of the Columbia Renaissance Redevelopment Plan as Amended, each of the City, the County and the School District will Participate (as defined herein) in the Original Columbia Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the incremental tax revenues from the Columbia Renaissance Redevelopment Project attributable to the respective millages of the City, the County and the School District. The term "Participate" means that a specified percentage of the collections of incremental tax revenues attributable to the respective millage rates of the City, the County and the School District will be deposited in the "special tax allocation fund" (as defined in the Tax Increment Financing Law), and applied to the extent and in the manner permitted by the Act, the County/School District Agreement and the Columbia Renaissance Redevelopment Plan as Amended.

The duration of the Original Columbia Renaissance Redevelopment Plan shall be reduced as follows:

- The percentage of incremental tax revenues attributable to the respective millage rates of the City, the School District and the County (as described in the foregoing paragraph) and the incremental tax revenues attributable to the respective millage rates of Richland-Lexington Riverbanks Park District (the "Riverbanks Park District") and Richland-Lexington Airport District (the "Airport District"), shall be deposited into the "special tax allocation fund" (as defined in the Tax Increment Financing Law) in the Original Columbia Renaissance Redevelopment Plan for a period of not to exceed the lesser of (1) fifteen (15) years from the first day of the first fiscal year of the City in which the principal of or interest on Tax Increment Bonds shall be scheduled to be payable or is in fact paid from incremental tax revenues or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving this First Amendment (the "Actual Participation Term").
- Provided, however, that (a) for purposes of the definition of "Actual Participation Term" above, the term "Tax Increment Bonds" (as defined in the Original Columbia Renaissance Redevelopment Plan) does not include obligations issued by the City under the Tax Increment Financing Law during the first five years of the Actual Participation Term (the "Interim Bonds"), if the principal of and interest on such Interim Bonds (1) are not secured by or payable from incremental tax revenues at all or (2) are not payable from incremental tax revenues until more than one year after the issuance thereof; and (b) for all other purposes of the Columbia Renaissance Redevelopment Plan as Amended, the term "Tax Increment Bonds" means all obligations issued by the City under the Tax Increment Financing Law with respect to the CRRD, but the \$40,000,000 limit on the issuance of Tax Increment Bonds does not include refundings.

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IV. UPDATED PROJECT INFORMATION

The Original Columbia Renaissance Redevelopment Plan (specifically in Chapters 5 and 6 thereof and Appendix A attached thereto) included non-exclusive examples of private development (originally defined in the Original Columbia Renaissance Redevelopment Plan as the “Catalyst Projects”) which the City intended to promote, foster and facilitate within the CRRD through the City’s funding of capital expenditures and other public investments (defined in the Original Columbia Renaissance Redevelopment Plan as the “Public Projects”).

This First Amendment intends to update and supplement the information in the Original Columbia Renaissance Redevelopment Plan related to the Public Projects and eliminate all references and descriptions therein of the Catalyst Projects. Without affecting the validity of the Original Columbia Renaissance Redevelopment Plan (or the findings made by the City with respect thereto), Chapters 5 and 6 of the Original Columbia Renaissance Redevelopment Plan should be disregarded in their entirety and replaced with the information in Schedule A attached hereto, and the information in Appendix A of the Original Columbia Renaissance Redevelopment Plan should be disregarded in its entirety.

V. CREATION OF RENAISSANCE OVERSIGHT COMMITTEE AND RESPONSIBILITIES THEREOF; USE OF INCREMENTAL TAX REVENUES

The Original Columbia Renaissance Redevelopment Plan is hereby amended to add a new heading (entitled “D. Renaissance Oversight Committee”) in Chapter 5 – Tax Increment Financing (TIF), and include the text attached as Schedule B hereto.

VI. UPDATED ASSESSED VALUES

The assessed value of all taxable real property within the CRRD for the tax year beginning January 1, 2011, is \$31,024,430; a full listing of all real properties that are included in the CRRD (as of the tax year beginning January 1, 2011) is set forth in Schedule C hereto. As described in Chapter 6 of the Columbia Renaissance Redevelopment Plan as Amended, (1) the “initial equalized assessed value” and the “total initial equalized assessed value” (as such terms are defined in the Tax Increment Financing Law) of all taxable real property within the CRRD shall be determined with respect to the equalized assessed values of such real property for the tax year beginning on January 1, 2011 (as more particularly described herein and in Schedule C attached hereto) and (2) it is estimated that after completion of the redevelopment of the CRRD, the equalized assessed value of all of the taxable real property within the CRRD will be approximately **[\$insert]**, which is an increase of **[\$insert]** from the total initial equalized assessed value of such taxable real property stated above.

VII. IMPACT ON TAXING DISTRICTS

The Original Columbia Renaissance Redevelopment Plan (and the findings of City Council in connection therewith) included statements as to the effect of the estimated impact upon the revenues of the taxing districts (e.g., the City, the County, the School District, the Airport District and the Zoo District) of the Original Columbia Renaissance Redevelopment Plan. The City believes that the overall financial impact on the taxing districts from the Columbia Renaissance Redevelopment Plan as Amended is expected to be minimal because:

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- (a) Such taxing districts will continue to collect real property tax revenues attributable to the initial equalized assessed value of properties in the Innovista Redevelopment Project Area;
- (b) The City, the County and the School District will collect a portion of the incremental real property tax revenues (e.g., 25%) attributable to properties in the Innovista Redevelopment Project Area; although taxing districts will forgo a small portion of their future revenue growth for a period of time, all will benefit from a stronger, more diverse tax base and economy, improved roads, utilities and other infrastructure and a more attractive community;
- (c) The Columbia Renaissance Redevelopment Project Area represents a small portion of the overall tax base of the taxing districts;
- (d) Without the Columbia Renaissance Redevelopment Plan as Amended, it is expected that tax revenues within the Columbia Renaissance Redevelopment Project Area would remain static or decline; and
- (e) Property taxes paid on vehicles, machinery and equipment and other personal property are not affected. Each taxing district will continue to receive the full benefit of growth of personal property values.

VIII. OBJECTIVES OF COLUMBIA RENAISSANCE REDEVELOPMENT PLAN AS AMENDED

The Columbia Renaissance Redevelopment Plan as Amended is being implemented to accomplish the following objectives in addition to those described in the Original Columbia Renaissance Redevelopment Plan:

- A. To promote and protect health, safety and welfare of the public.
- B. To eradicate blighted conditions by instituting measures to redevelop blighted areas.
- C. To remove and alleviate adverse conditions necessary to encourage private development.
- D. To restore and enhance the tax base through redevelopment.
- E. To utilize property in the Columbia Renaissance Redevelopment Project Area for its highest and best use.

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Schedule A: Replacement of Chapters 5 and 6 of Original Columbia Renaissance Redevelopment Plan

The following text shall be substituted for Chapters 5 and 6 of the Original Columbia Renaissance Redevelopment Plan:

CHAPTER 5 – TAX INCREMENT FINANCING (TIF)

A. TIF DEVELOPMENT STATEMENT OF BENEFITS

This redevelopment plan supports the construction of several publicly-owned projects (defined herein as the “Public Projects”), which will assist in the elimination of blighted conditions in business districts addressing unfit, unsafe, and economically unproductive buildings.

This redevelopment plan for the CRRD provides opportunities to develop unused land space to positively impact neighborhoods and foster economic development. Doing so will attract private developers to make investments in, and assist in the development of, lagging communities and accelerate the revitalization efforts of several communities and ultimately providing jobs.

This redevelopment plan contemplates that the Public Projects will foster and encourage private developers and landowners to redevelop their properties in conjunction and/or cooperation with the Public Projects; it combines the strengths of the private sector to those of the CRRD. However, such private development and/or redevelopment is unlikely to be undertaken successfully without the public investment contemplated by this redevelopment plan and incentives for developers.

B. TIF DEVELOPMENT OBJECTIVES

The objectives of this redevelopment plan are as follows:

- Expand Columbia’s economy to create more living-wage jobs, emphasizing job opportunities for unemployed and underemployed residents.
- Attract and expand new and existing services, developments, and employers to position the City to compete in the economy of the 21st century.
- Provide an array of housing choices with an emphasis on affordable housing that meets the needs of current residents and attracts new residents to the city.
- Eliminate blighting influences throughout the CRRD.
- Increase neighborhood retail services; develop commercial corridors and employment centers.
- Support redevelopment initiatives that enhance and preserve unique urban features and amenities, including downtown, the waterfront and historic structures and communities.

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C. TIF REAL ESTATE IMPROVEMENTS

Redevelopment of the Columbia Renaissance Redevelopment District is a massive undertaking that will require multi-faceted investments, and cooperation and support from all sectors. Many projects cannot succeed with private investment alone and will require public investment incentives, loans, grants and other public investment.

The estimated capital investment associated with developing all components of the CRRD are estimated for the purpose of this redevelopment plan. The final costs may vary significantly from actual costs depending on final development decisions, unforeseen obstacles and facilitating factors.

The City intends to use incremental tax revenues, proceeds of obligations issued by the City under the TIF Act with respect to the CRRD (the “Tax Increment Bonds”) and/or a combination of the foregoing, as well as other available sources of funding (including grants, loans and contributions from private developers) to finance certain capital expenditures and other publicly-owned investments (collectively, the “Public Projects”) within the CRRD. Although a small portion of the incremental tax revenues may be used to defray long-term project maintenance costs (included within the description of Public Projects), it is the City’s expectation that virtually all of the incremental tax revenues will be applied to the capital costs of the Public Projects which will, in turn, foster, encourage and enhance private development (together with the Public Projects, the “Projects”).

The following list describes the types of Public Projects that the City intends to finance pursuant to this redevelopment plan:

Street/Pedestrian Improvements

1. Improvement to or replacement of existing streets, including extensions, realignments, relocations, resurfacing of or changes to pavement or lane widths and intersection improvements. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or formalization of new streets and rights of way; existing streets and rights of ways; rail crossings; bridges and pedestrian overpasses; traffic or pedestrian squares, promenades, paths, or crossings; signalization; off-street or on-street parking; sidewalks; and/or curbs, gutters and storm drainage.
2. Landscaping, lighting, signage, and related infrastructure.
3. An improved vehicular connection and relocation of streets as needed.
4. Entry/gateway features including landscaping, lighting, signage and other improvements at entry points.
5. Replacement of asphalt and concrete.
6. Pedestrian improvements (including street furnishings, landscaping and tree plantings, signage and lighting).

Utility System Improvements

1. Improvements (including distribution, treatment, transmission and realignment) to public water, sewer, electric, stormwater and communication systems
2. Acquisition of utility easements, rights-of-way or other property rights associated with the provision of new and improved utility services or removal of obsolete systems

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3. Installation, relocation, reconstruction, renovation, or removal of overhead utility lines and/or replacement with new below ground systems; installation, relocation, reconstruction, renovation, or removal of gas lines.
4. Construction or improvements to administration spaces relating to utility systems
5. Public safety Shot-spotter gunshot location plat
6. Tactical wireless video/audio surveillance system
7. Broad band wireless (Wi-Fi and Wi-Max)

Recreational or Public Spaces

1. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or equipping of public parks and/or recreational spaces.

Related Expenses and Financing Costs

1. Land acquisition; land assembly; and acquisition of easements and rights-of-way.
2. Demolition and disposal of existing components or improvements; soil replacement/removal
3. Surveys and appraisals related to all projects
4. Historic preservation surveys, nominations and design
5. Planning, design, engineering, architectural and other professional services related to all projects
6. Environmental studies and abatement for all projects
7. Legal services for all projects
8. Marketing, advertising and related costs for all projects
9. Financing costs, including fees and costs associated with bond issuance or re-issuances, reporting and ongoing management of bond funds
10. Construction period interest/accrued interest
11. Debt service reserves
12. Issuance costs
13. Costs arising in connection with activities of oversight committee.
14. Associated long-term maintenance expenses.*

Total Expected Qualifying TIF Costs: \$40,000,000

* Does not count against \$40,000,000 limit to be funded from Tax Increment Bonds, Interim Bonds or incremental tax revenues.

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CHAPTER 6 - REDEVELOPMENT FINANCING

Estimated Project and Operating Costs – Anticipated Sources of Funds

Financing for the redevelopment will come from a mixture of public and private investment. The Public Projects will be funded from the proceeds of up to \$40 million principal amount of Tax Increment Bonds and/or incremental tax revenues or any combination thereof (provided, however, that long-term maintenance expenses associated with the Public Projects which are payable from incremental tax revenues shall not count against the \$40,000,000 limit described in Chapter 5 above) and other available sources of funding described herein. Private sector sources of funding include financing from developers and private investors.

The City will not solely rely on tax increment financing to implement the CRRD. It will aggressively seek to attract investment from local, state and federal governments (in the form of grants and loans) and from private sources as well. Success in attracting other funding will lessen the need for tax increment financing and will reduce the possible impact of the plan on all local governments. Other possible sources of funding include the City of Columbia Utilities and Engineering Capital Improvement Program, federal grant funding opportunities, Community Development Block Grant funding (CDBG), and other taxable and tax exempt bond financing, some of which private developers may qualify.

The Tax Increment Financing Law allows incremental tax revenues from a “redevelopment project area” (as defined in the Tax Increment Financing Law) to be utilized to pay operating and long-term maintenance expenses (whether direct or indirect) associated with the “redevelopment projects” (as defined in the Tax Increment Financing Law) financed thereby. The City intends to apply such incremental tax revenues as may be permitted by applicable law and the County/School District Agreement for such purpose.

Creating an environment that is attractive to new private investment is the fundamental objective of the CRRD. The areas where this new investment will need to occur are presently vacant or blighted and not a productive part of the community’s tax base. New investment in the CRRD is the opportunity to create new jobs, additional businesses and residents, and long term increases in the tax base.

As a condition to obtaining the consents of the County and the School District to the First Amendment to Columbia Renaissance Redevelopment Plan, the City has agreed that the “initial equalized assessed value” (as defined in the Tax Increment Financing Law) of all taxable real property within the CRRD shall be determined with respect to the most recently ascertained equalized assessed values thereof (e.g., the tax year beginning January 1, 2011), namely \$31,024,430. It is estimated that after completion of the redevelopment of the CRRD (e.g., that all of the contemplated Public Projects are completed), the equalized assessed value of all taxable real property within the CRRD will be approximately **\$(insert)**, which is an increase of **\$(insert)** from the total initial equalized assessed values thereof described above.

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Schedule B: Renaissance Oversight Committee and Functions and Responsibilities Thereof

D. RENAISSANCE OVERSIGHT COMMITTEE

In order to ensure that the redevelopment of the CRRD is consistent with this redevelopment plan, as amended, and responsive to future development needs, there shall be created a committee (the “Renaissance Oversight Committee”) which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Columbia Renaissance Redevelopment Project Area. The composition and maintenance of the Renaissance Oversight Committee, as well as its powers and responsibilities, shall be determined by agreement among the City, the County and the School District; provided, however, that the City shall have the right to implement this Original Columbia Renaissance Redevelopment Plan, as amended, including but not limited to the issuance of Tax Increment Bonds, in accordance with its stated terms and the terms and conditions of the County/School District Agreement, without further approval by the Renaissance Oversight Committee.

As described in the County/School District Agreement, after application of incremental tax revenues for the payment of debt service requirements on Tax Increment Bonds or to fund redevelopment project costs for the Public Projects pursuant to Chapter 8 hereof, incremental tax revenues may be used to pay long-term maintenance expenses with respect to the Public Projects and for such other purposes related to “Surplus Revenues” (as defined in the County/School District Agreement), subject to the recommendation and/or approval (as applicable) of the Renaissance Oversight Committee and the governing bodies of the taxing districts, in each case prior to any disposition of surplus amounts as described in Chapter 8 hereof.

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Schedule C: Complete Property Listing for Columbia Renaissance (Tax Year Beginning January 1, 2011)

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Exhibit C

Pre-Approved Renaissance Redevelopment Projects

Capitalized terms used and not otherwise defined in this Exhibit C shall have the meanings given to such terms in the Intergovernmental Agreement to which this Exhibit C is attached (the “Intergovernmental Agreement”).

Specific Project Description for Renaissance Redevelopment District:

The following discussion includes examples of development which the City intends to promote, foster and facilitate within the Renaissance Redevelopment Project Area. The City intends to use Aggregate Annual TIF Revenues, proceeds of Obligations, and/or a combination of the foregoing, as well as other available sources of funding (including grants, loans and contributions from private developers) to finance certain capital expenditures and other publicly-owned investments (collectively, the “Public Projects”) within the Renaissance Redevelopment Project Area. It is the City’s expectation that the Public Projects will in turn foster, encourage and enhance private development.

The portion of the Public Projects described in the following pages to be financed with Aggregate Annual TIF Revenues, proceeds of Obligations, or a combination of the foregoing are defined herein as the “TIF Projects”.

As described in the Intergovernmental Agreement, the Maximum Project Costs are limited to \$40,000,000.

Public Projects

The proposed Public Projects within the Renaissance Redevelopment Project Area comprise two separate but interrelated components, more specifically referenced herein as the “Bull Street Projects” and the “Other Public Projects.” This document includes descriptions of the Public Projects (including the portions thereof comprising the TIF Projects) and provides, where appropriate, estimates of construction costs therefor. **It should be noted that nothing herein is intended to order or prioritize a Public Project (or TIF Project) over another Public Project (or TIF Project), nor is the City required to undertake, finance, or complete any particular Public Project (or TIF Project) before commencing one or more other Public Projects (or TIF Projects).** The City expects that the Public Projects (including the TIF Projects) will be funded and constructed at the time and in the manner (including, if necessary, concurrently) as construction conditions, development opportunities, and financial market conditions dictate.

The estimated construction costs of the Public Projects are expressed in present-day terms, and the actual costs may be higher than estimated because of contingencies, inflation, unexpected limitations on materials, supplies, or labor, or other conditions that may arise in the future. In addition, development needs, growth patterns, unforeseen occurrences, and other contingencies may cause some or all of the following Public Projects to be modified, supplemented, replaced, or otherwise varied, or for the accompanying cost estimates to be reduced or increased, as permitted by applicable law.

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Bull Street Projects

The “Bull Street Campus” represents a sprawling 183-acre tract of land, the main entrance to which is marked by the intersection of Elmwood Avenue and Bull Street, which has been historically used and dedicated to the treatment of the mentally ill by the South Carolina Department of Mental Health. The Bull Street Campus is the most obvious area for focused redevelopment in the Project Area, as it is a large, open site near downtown which features some historical structures and enjoys beneficial road access. However, in order to redevelop this site, almost all of the existing infrastructure of the site will need to be replaced. Successful redevelopment of the Bull Street Campus is expected to positively impact the Harden Street corridor, the lower end of the Farrow Road corridor, and the northeastern quadrant of the original City grid bounded by Calhoun, Taylor, Bull, and Harden.

Based on information obtained from Hughes Development Corporation, the master developer for the Bull Street Campus, the anticipated Bull Street Projects consist of road construction, paving, storm drainage, stormwater ponds and/or improvements (including parking facilities); water and sewer infrastructure and other utilities; landscaping, lighting, earthwork and erosion control, asbestos abatement and demolition and site clearing; stream daylighting and/or restoration; and development of parks, plazas, ponds and a minor league baseball stadium. Excluding the costs of the parking garages and baseball stadium, the total cost of the Bull Street Projects for the Bull Street Campus is approximately \$31.2 million.

However, the above information is preliminary in nature. The Bull Street Projects (including the components and costs thereof) are highly dependent upon a variety of factors beyond the control of the City, not the least of which is influenced by the market and to a lesser extent the method, manner and scope of the development by the master developer and sub-developers of the Bull Street Campus.

The portion of the above-described Bull Street Projects that constitutes TIF Projects will not exceed \$20,000,000.

Other Public Projects

The second area benefited by the Renaissance Redevelopment Project Area contemplates Public Projects undertaken in areas within the Renaissance Redevelopment Project Area but outside of the Bull Street Campus (the “Other Public Projects”).

The City has identified several target areas within the Renaissance Redevelopment Project Area in which it intends to construct Other Public Projects. Within each target area, the City will endeavor to support high-quality development that maximizes the overall economic and demographic benefit to the Renaissance Redevelopment Project Area as a whole, which in some cases create positive interrelationships with the development at the Bull Street Campus.

The portion of the Other Public Projects that constitutes TIF Projects will not exceed \$20,000,000.

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Target Area 1: Gonzales Gardens and Allen-Benedict Court

A. Gonzales Gardens.

Gonzales Gardens is a 22-acre mixed-use redevelopment project located at 1505 Garden Plaza, Columbia, SC 29204, and is comprised of single-family housing units for sale and affordable rental housing units. Upon redevelopment, it will also contain commercial, medical, and institutional office space.

The Other Public Projects for Gonzalez Gardens consist of (1) a utilities program featuring improved systems for water distribution, sanitary drainage, and storm drainage and (2) a street program including a new on-site street, street realignment, a new off-site street, street relocation, street formalization and reconstruction, pedestrian improvements/road diet measures, a new intersection, vehicular improvements, reinforced concrete pipes, and grading and cut/fill measures. The total cost of the Other Public Projects for Gonzales Gardens is approximately \$13,000,000.

B. Allen-Benedict Court.

Allen-Benedict Court contains 244 obsolete barracks style dwelling units, 201 of which are occupied. Living quarters are cramped; systems are outdated; and electrical and plumbing facilities are antiquated. Units contain lead-based paint, inefficient heating, no air conditioning, insufficient ventilation, and virtually no storage. The units are not accessible to persons with physical disabilities because all bedrooms and bathrooms are located on the second floor.

The Other Public Projects for the Allen-Benedict Court include new streets, streetscapes, site utilities, and storm water systems, and extraordinary site costs, including utilities, demolition, site water and sewer replacement, storm drainage system replacement, and soil removal/replacement, intended to support a larger development plan proposed by the Columbia Housing Authority. The total cost of the Other Public Projects for Allen-Benedict Court is approximately \$6.5 million.

The portion of the above-described Other Public Projects that constitutes TIF Projects will not exceed \$2,000,000.

Target Area 2: North Main Street

The North Main Street Improvements Corridor (a joint project between the City and the South Carolina Department of Transportation) will upgrade and improve US-21 (North Main Street) by pavement widening, intersection and signal improvements, curb and gutter replacements, storm drainage system repairs, sidewalk construction, and removal/replacement of asphalt pavement (to include raised pavement markings). This project is divided into several segments, some of which have already been completed. The City is presently seeking to complete the following remaining segments (from south to north), with construction progressing as funds are acquired:

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- 1) Anthony Avenue to Cook Street* \$12.5 million
- 2) Cook Street to Kortright Avenue* \$6.68+ million
- 3) Kortright Avenue to Jackson Avenue \$11+ million
- 4) Jackson Avenue to Fuller Avenue \$10+ million

The Other Public Projects comprise the costs associated with construction, engineering and inspection, construction management, and any remaining design work in the project segments described above.

The portion of the above-described Other Public Projects that constitutes TIF Projects will not exceed \$12,500,000. The City has applied for grants to fund all or a portion of the costs of the segments marked above with an asterisk. Should such grants be awarded to the City, other segments of the Other Public Projects described above would be funded with Aggregate Annual TIF revenues, proceeds of Obligations, or a combination of the foregoing.

Target Area 3: Two Notch Road

The City intends to undertake a streetscaping project for the portion of Two Notch Road, from Taylor Street to Beltline Boulevard, representing approximately 1.8 miles. This Other Public Project is expected to cost approximately \$30 million, and generally includes new sidewalks, new or upgraded utilities (water and sewer), storm water drainage improvements, "undergrounding" of electrical distribution systems, traffic control improvements, a street program that addresses pedestrian connectivity and street resurfacing (not widening). However, this cost estimate could be influenced, either upward or downward, by the scope of proposed improvements.

The portion of the above-described Other Public Project that constitutes TIF Projects will not exceed \$1,000,000.

Target Area 4: Farrow Road

The City presently owns a 10-acre site located at the corner of Farrow Road and Tarragon Drive within the Farrow Road corridor that has been targeted for a mixed-use commercial development. Preliminary plans contemplate this parcel to be developed into a new 70,000-square-foot retail and commercial center, including a grocery store, a restaurant, a drug store, a bank, and various retail and specialty shops. Knowing that a large number of patrons may walk to this retail/commercial center, this Other Public Project is designed to address the needs of pedestrian access for the residential communities in the area and to provide site visibility to the adjacent SC-277 freeway, which will also attract patrons. This Other Public Project generally includes new sidewalks, new or upgraded utilities (water and sewer), storm water drainage improvements, "undergrounding" of electrical distribution systems, traffic control improvements, and a street program that addresses pedestrian connectivity.

The portion of the above-described Other Public Project that constitutes a TIF Project will not exceed \$3,000,000.

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Target Area 5: Historic Garden District Pedestrian Linkage

The Historic Garden District Pedestrian Linkage Project connects historic homes in Columbia's Garden District through a pedestrian path system and connects the Garden District to other districts in downtown Columbia. A 2007 comprehensive study, commissioned by Historic Columbia Foundation (HCF) by Robert & Company created a Cultural Landscape Master Plan which includes a pedestrian path system that ties Columbia's historic homes together to create a comprehensive local history experience.

This Other Public Project utilizes a distinct sidewalk system, directional and interpretive signage, street tree plantings, street furnishings, pedestrian lighting, and public art to establish a campus-like setting connecting the six HCF-managed historic homes—Modjeska Simkins, Mann-Simons, Seibels, Hampton-Preston, Robert Mills and Woodrow Wilson.

Garden District gateways will mark the entry points of the path system. A pedestrian promenade will be created along Blanding Street between the Robert Mills and Hampton-Preston homes. Visitors will walk along a one-mile path and experience 200 years of Columbia history told through the historic homes and other elements in the Garden District.

This Other Public Project formalizes the Garden District bounded by Calhoun, Marion, Hampton, and Barnwell streets and provides connectivity between the Garden District and the Bull Street Campus, Main Street, and USC. It also serves as an internal connector to the long-range Vista Greenway Plan.

The portion of the above-described Other Public Project that constitutes a TIF Project will not exceed \$1,500,000.

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Exhibit D

Form of Annual Financial Report

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

AUTHORIZING, PURSUANT TO CHAPTER 6 OF TITLE 31, OF THE SOUTH CAROLINA CODE OF LAWS, 1976, THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE INNOVISTA REDEVELOPMENT PLAN AMONG RICHLAND COUNTY, SOUTH CAROLINA, THE CITY OF COLUMBIA, SOUTH CAROLINA, AND SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.

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INTERGOVERNMENTAL AGREEMENT (Innovista Redevelopment Plan)

This **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is dated as of this ___ day of _____, 2012, and is by and among **RICHLAND COUNTY, SOUTH CAROLINA**, a corporate body politic and a political subdivision of the State of South Carolina (the "County"), **SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA**, a school district and political subdivision of the State of South Carolina (the "School District"), and the **CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina (the "City," and together with the County and the School District, the "Parties" and each individually, a "Party").

WITNESSETH:

(a) Pursuant to the "Tax Increment Financing Law," now codified in Sections 31-6-10 to 31-6-120 (herein the "Act") of the South Carolina Code of Laws of 1976, as amended (the "S.C. Code"), the governing bodies of incorporated municipalities within the State of South Carolina are vested with all powers consistent with the South Carolina Constitution necessary, useful, and desirable to enable them to accomplish redevelopment in areas which are or threaten to become blighted.

(b) The City caused to be prepared and adopted in 2010 a redevelopment plan entitled, "Innovista Redevelopment Plan," attached hereto as Exhibit A (the "Original Innovista Redevelopment Plan"), which contains a statement of objectives of the City with regard to such Innovista Redevelopment Plan. As described further below, the City now proposes to approve certain amendments to the Original Innovista Redevelopment Plan. The proposed amendments to the Original Innovista Redevelopment Plan are attached hereto as Exhibit B (such amendments being referred to as the "Innovista Plan Amendments"). The term "Innovista Redevelopment Plan" as used herein shall refer to the Original Innovista Redevelopment Plan as amended by the Innovista Plan Amendments.

(c) The Innovista Redevelopment Plan provides a comprehensive program for the redevelopment of certain areas of the City that are defined and described in the Innovista Redevelopment Plan, namely the "Columbia Innovista Redevelopment District" (the "Innovista Redevelopment Project Area").

(d) The Innovista Redevelopment Plan provides for or describes, as applicable: (i) a generic and functional list of the types and nature of projects that may be undertaken within the Innovista Redevelopment Project Area (the "Innovista Redevelopment Projects"); (ii) various parcels of real property to be included within the Innovista Redevelopment Project Area; (iii) the issuance of "obligations" within the meaning of the Act, the proceeds of which will be used to finance or refinance the costs of the Innovista Redevelopment Projects, as contemplated herein (the "Obligations"); and (iv) the duration of the Innovista Redevelopment Plan. Exhibit C attached hereto contains a list of specific projects, together with the estimated costs thereof, that are within the scope of the Innovista Redevelopment Projects and which the Parties have expressly approved pursuant to this Agreement (the "Pre-Approved Innovista Redevelopment Projects"). The term "Obligations" as used herein includes only those obligations issued to pay all or a portion of Maximum Project Costs defined in Section 6(a) hereof.

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(e) Section 31-6-80 of the Act provides that before a municipality approves any redevelopment plan under the Act, the governing body of such municipality must hold a public hearing on the redevelopment plan after published notice in a newspaper of general circulation in the county in which the municipality and any taxing district affected by the redevelopment plan are located not less than 15 days and not more than 30 days prior to the hearing.

(f) The aforesaid section further provides that not less than 45 days prior to the date set for the public hearing, the municipality shall give notice to all taxing districts of which taxable property is included in the redevelopment project area, which notice also shall include such other matters required by the Act.

(g) After appropriate and timely notice to the County and the School District, the City approved the Original Innovista Redevelopment Plan on February 17, 2010. The County and School District, at or prior to the time of such approval, objected to and did not consent to participate in the Original Innovista Redevelopment Plan.

(h) Since the approval of the Original Innovista Redevelopment Plan, the Parties have negotiated terms and conditions under which the County and the School District are willing to participate in the Innovista Redevelopment Plan. In connection with such negotiations, the City has agreed (1) to amend the Original Innovista Redevelopment Plan to shorten the maximum term thereof and reduce the percentage at which the County and the School District will participate thereunder, and (2) to enhance timely reporting to the County and the School District of information related to the Innovista Redevelopment Plan and the Innovista Redevelopment Projects. The Parties have further agreed to create and empower an oversight committee to represent the on-going interests of the Parties.

(i) Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions under which the Parties will participate in the Innovista Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Innovista Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the Parties with respect to the Innovista Redevelopment Plan, all as provided in Section 11 hereof.

Section 1. Representations and Warranties of the Parties. Each of the Parties represents and warrants that:

(a) It has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) It has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and

(c) This Agreement constitutes a legal, valid, and binding obligation of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

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Section 2. Acknowledgments; Approval of and Consent to Innovista Plan Amendments. (a) The County and School District acknowledge and agree that the City gave appropriate and timely notice to the County and School District of the adoption of the Original Innovista Redevelopment Plan and the Innovista Plan Amendments.

(b) The City acknowledges and agrees that the County's and the School District's participation in the Innovista Redevelopment Plan is conditioned upon the terms and conditions established herein, including the specific content of the Innovista Plan Amendments as attached hereto, and that neither the County nor the School District would consent to such participation in the absence of this Agreement.

(c) The County and the School District hereby approve and consent to the Innovista Plan Amendments, but only if and to the extent that the Innovista Plan Amendments are approved by the City in exactly the form attached hereto as Exhibit B. The City agrees that the County and the School District shall have the right to approve or reject any changes that may be required to be made to the Innovista Plan Amendments prior to final approval thereof.

(d) The County and School District expressly acknowledge that the City will be issuing the Obligations in reliance upon the undertakings and agreements of the County and School District set forth herein, and hereby consent to the City's issuance of the Obligations, as contemplated by the Innovista Redevelopment Plan, subject to the terms of this Agreement.

Section 3. Innovista Oversight Committee. (a) Establishment of Innovista Oversight Committee. The Parties will cause the establishment and maintenance of the Innovista Oversight Committee (the "Innovista Oversight Committee") which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Innovista Redevelopment Project Area and the Innovista Redevelopment Projects as provided in this Agreement. The Innovista Oversight Committee will consist of twelve members, each of whom shall represent the interest of the Party appointing such member, as follows: (i) four members representing and appointed by the City; (ii) four members representing and appointed by the County; and (iii) four members representing and appointed by the School District. In appointing one of its four members to the Innovista Oversight Committee, each Party shall consider recommendations from the Greater Columbia Chamber of Commerce, provided, however, that such recommendations are not binding and such recommendations must include only persons who are then active in the business community.

(b) Term. Each member of the Innovista Oversight Committee shall serve at the pleasure of the Party that appointed such member.

(c) Relationship to Renaissance Oversight Committee. The members of the Innovista Oversight Committee and the members of the Renaissance Oversight Committee created pursuant to that certain Intergovernmental Agreement (Columbia Renaissance Redevelopment Plan) among the Parties, dated the date hereof and relating to the Renaissance Redevelopment Project Area, shall consist of the same appointees. The Innovista Oversight Committee and the Renaissance Oversight Committee shall be fully empowered to meet as a single body and, in a single meeting, receive such information and take such action as it deems appropriate with respect to both the Innovista Redevelopment Project Area and the Renaissance Redevelopment Project Area.

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(d) Membership Criteria. Each Party will use its best efforts to ensure that the overall membership of the Innovista Oversight Committee is diverse with respect to ethnicity, culture, and gender. The Parties will also cooperate in an effort to cause the Innovista Oversight Committee to contain: (i) at least one member with a professional background in finance; (ii) at least one member with a professional background in real estate development; (iii) at least one member with a professional background in engineering or architecture; and (iv) at least one member who is actively involved in the business community in Richland County. At least one member selected by each of the Parties shall be a member of the administrative or finance staff of that Party. In the event that a Party selects a person who serves on the governing body of that Party to serve as a member of the Innovista Oversight Committee, such person shall be serving in an ex officio capacity as a part of his official duties but shall be entitled to full participation and voting rights. Each member of the Innovista Oversight Committee that is not an elected official shall be required to provide full disclosure in writing of all actual or potential conflicts of interest that such member may have with respect to the business and affairs of the Innovista Oversight Committee and the Innovista Redevelopment Projects.

(e) Reporting Requirements. Not later than each December 1 following the end of each fiscal year of the City (the "Fiscal Year") during the duration of the Innovista Redevelopment Plan, the City will provide to the Innovista Oversight Committee and to both the County Administrator and the Superintendent of the School District information summarizing the business and financial aspects of the activities conducted within the Innovista Redevelopment Project Area. Such information shall be provided in substantially the form attached hereto as Exhibit D and shall include, at a minimum and without limitation, the following information:

(i) based on timely receipt of such information from the County (including, particularly, the County Auditor, the County Assessor or the County Treasurer, as the case may be), (1) the then-current total equalized assessed value of the Innovista Redevelopment Project Area, as defined in and described by the Act; (2) the amount of the incremental tax revenues attributable to the Innovista Redevelopment Project Area that have been collected from the levy imposed by each Party during such Fiscal Year together with the amounts paid to each Party; and (3) the amount of the incremental tax revenues remitted to the City to be deposited in the special tax allocation fund established in connection with the Innovista Redevelopment Plan (the "Special Tax Allocation Fund") during such Fiscal Year;

(ii) an itemized description of the expenditures during such Fiscal Year from the Special Tax Allocation Fund and from the proceeds of any series of Obligations with cross-references to the Innovista Redevelopment Project being implemented thereby;

(iii) the outstanding principal balance of and debt service requirements on all Obligations as of the last day of the Fiscal Year to which such report relates; and

(iv) an estimated budget for debt service on Obligations and for amounts of incremental tax revenues to be spent on Innovista Redevelopment Projects during the upcoming Fiscal Year with cross-references to the Innovista Redevelopment Project being implemented.

The County shall coordinate with the County Assessor, the County Auditor, and the County Treasurer, and shall use its best efforts to cooperate with the City, to promptly provide information

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reasonably requested by the City no later than October 1 of each year in order for the City to satisfy its reporting obligations described herein. Any direct costs incurred by the County Assessor, the County Auditor, or the County Treasurer in complying with such requests shall be payable from available incremental tax revenues in the Special Tax Allocation Fund. The information required under Sections 3(e)(ii) and (iii) above shall be either (1) verified by an independent third-party firm of certified public accountants selected by the Innovista Oversight Committee (provided that the costs and expenses of such verification may be payable from incremental tax revenues in the Special Tax Allocation Fund, if then available) or (2) included as a supplemental report within the audited financial report of the City for such Fiscal Year, in either case provided to the Innovista Oversight Committee on or before February 1 following the end of such Fiscal Year.

(f) Right of City to Implement Innovista Redevelopment Plan; Approval of Pre-Approved Innovista Redevelopment Projects. The City shall have the right to implement the Innovista Redevelopment Plan, including but not limited to the issuance of Obligations, in accordance with its stated terms and the terms and conditions of this Agreement without further approval by the Innovista Oversight Committee. The Parties hereby approve the Pre-Approved Innovista Redevelopment Projects. The City shall have the right to acquire, construct, improve, equip, finance, and otherwise implement the Pre-Approved Innovista Redevelopment Projects as described in Exhibit C hereto without further approval by the Innovista Oversight Committee or the Parties.

(g) Role of Innovista Oversight Committee. The Parties acknowledge that the Innovista Redevelopment Plan includes generic and functional descriptions of the Innovista Redevelopment Projects. Exhibit C hereto provides a detailed list of the Pre-Approved Innovista Redevelopment Projects. It is the specific intention of the Parties that: (1) any modifications of the Pre-Approved Innovista Redevelopment Projects that are consistent with the generic and functional description of the Innovista Redevelopment Projects set forth in the Innovista Redevelopment Plan must be approved by the Innovista Oversight Committee; and (2) any amendments to the generic and functional description of the Innovista Redevelopment Projects contained in the Innovista Redevelopment Plan must be approved pursuant to the procedures set forth in Section 31-6-80 of the Act. The Pre-Approved Innovista Redevelopment Projects and any modifications thereto that are hereafter approved by the Innovista Oversight Committee as provided by this Agreement are collectively referred to as the “Approved Innovista Redevelopment Projects.” In light of the foregoing, the Innovista Oversight Committee shall have the following purposes and powers:

(i) to approve any modifications to the Approved Innovista Redevelopment Projects that may be requested by the City and that do not require an accompanying amendment to the generic and functional list of the Innovista Redevelopment Projects contained in the Innovista Redevelopment Plan;

(ii) to approve any reordering of the prioritization (if any) of the Approved Innovista Redevelopment Projects that may be requested by the City;

(iii) to approve reallocations as described in Section 6(a) of this Agreement that may be requested by the City;

(iv) to recommend the disposition of Surplus Revenues (as defined in Section 6(b) of this Agreement), which recommendation will be subject to approval by the governing

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bodies of each Party, including (A) the use of Surplus Revenues to prepay or defease outstanding Obligations, to the extent that such Obligations are then subject to prepayment or defeasance; (B) the use of Surplus Revenues to fund Approved Innovista Redevelopment Projects; or (C) the release of Surplus Revenues to participating entities;

(v) to provide other related recommendations and oversight functions as necessary and appropriate; and

(vi) to approve any request by the City that a portion of the Aggregate Annual TIF Revenues (as defined in Section 4(e)(iv) of this Agreement) be used to pay for maintenance of one or more Approved Innovista Redevelopment Projects, subject to the provisions of Section 7 of this Agreement.

To clarify, the Innovista Oversight Committee shall have the right to exercise the approval powers described in clauses (i), (ii), (iii), and (vi) above only upon request by the City, and shall not have the power to approve any of the described modifications, reorderings, reallocations, or expenditures on its own motion.

(h) Supermajority Requirement. With respect to matters requiring “approval” by the Innovista Oversight Committee described in Section 3(g)(i), (ii), (iii), and (vi) above, such approval shall require a supermajority vote such that: (i) at least nine of the members vote in favor of the matter, and (ii) at least three members representing each Party vote in favor of the matter.

(i) Limitation on Powers of Innovista Oversight Committee. Notwithstanding the provisions of Section 3(g) above, the approval of the Innovista Oversight Committee shall not be required in order for the City to take any action that is required to comply with any applicable federal or state law or regulation or any order or judgment of a court or other administrative or regulatory body, or to sell or otherwise dispose of any real property acquired with incremental tax revenues or proceeds of Obligations, provided the proceeds from such sale or other disposition are deposited into the Special Tax Allocation Fund.

(j) Organizational Matters Relating to Innovista Oversight Committee. The Innovista Oversight Committee shall establish rules and procedures for the conduct of its business (the “Procedures”), which Procedures shall be approved by each Party. The Innovista Oversight Committee shall hold regular meetings at least once in each calendar quarter and shall be entitled to call special meetings as set forth in the Procedures. Any matter requiring affirmative action, whether a recommendation or approval, by the Innovista Oversight Committee must be conducted at a duly called and scheduled meeting at which a quorum is in attendance, with a “quorum” meaning at least nine members in total and at least three members representing each Party. The Innovista Oversight Committee shall, in the Procedures, establish attendance requirements and the method by which the Innovista Oversight Committee shall elect a chairman, a vice-chairman, and a secretary whose primary responsibility shall be to record the attendance of the members and provide written minutes of each meeting. The Procedures shall include a process to ensure compliance with the requirements of the Freedom of Information Act.

Section 4. Limited Participation; Term. (a) Participation. As used herein, the term “Participation,” with respect to each Party, means that specified percentage set forth in paragraph (d) below of the collections of incremental tax revenues attributable to the respective millage rates

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imposed by each Party on taxable real property within the Innovista Redevelopment Project Area and which will be deposited in the Special Tax Allocation Fund and applied to the extent and in the manner permitted by the Act and this Agreement.

(b) Term. The Parties hereby consent to the deposit of the collections of the specified percentage of incremental tax revenues, set forth in paragraph (d) below, attributable to their respective millage rates in the Special Tax Allocation Fund for a period not to exceed the lesser of (1) fifteen (15) years from the first day of the first Fiscal Year in which the principal of or interest on Obligations shall be scheduled to be payable or is in fact paid from incremental tax revenues, or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving the Innovista Plan Amendments (the “Actual Participation Term”).

(c) Payment of Initial Incremental Tax Revenues. The Parties agree that the City may, during the first five years of the Actual Participation Term, issue Obligations the principal of and interest on which (i) shall not be secured by or payable from incremental tax revenues at all, or (ii) shall not be payable from incremental tax revenues until more than one year after the issuance thereof. In such event, all incremental tax revenues collected by the County Treasurer during the period prior to which such Obligations shall be or become payable from incremental tax revenues shall be paid to the Parties in the amounts of such incremental tax revenues generated by the levies of the respective Parties. The determination of whether and when incremental tax revenues will be used to pay principal and interest on a particular Obligation or series of Obligations shall be made by the City (and notice of such determination shall be given by the City to the County, the School District, the County Auditor and County Treasurer) on the date of delivery of such Obligations.

(d) Percentage Participations. The City hereby consents to its Participation in the Innovista Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Innovista Redevelopment Project Area attributable to its millage (the “City Percentage Participation”); the County hereby consents to its Participation in the Innovista Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Innovista Redevelopment Project Area attributable to its millage (the “County Percentage Participation”), and the School District hereby consents to its Participation in the Innovista Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Innovista Redevelopment Project Area attributable to its millage, excluding, specifically, however, in this computation any revenue attributable to the reimbursement from the State of South Carolina pursuant to Section 11-11-156(D) of the S.C. Code, all of which is to be remitted to the School District (the “School District Percentage Participation”).

(e) Allocation Methodology. The County shall utilize its best efforts to ensure that the County Treasurer will implement, every tax year during the Actual Participation Term, the respective Percentage Participations described above pursuant to the following methodology:

(i) Determination of Total Innovista Tax Incremental Revenues. In each tax year during the Actual Participation Term, there shall first be implemented the provisions of Section 31-6-70(2)(b) of the Act by determining that portion, if any, of tax revenues that are received from the Innovista Redevelopment Project Area and which are attributable to the increase in the then-current total equalized assessed valuation of all taxable real property in the Innovista Redevelopment Project Area over and above the total initial equalized assessed

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value of taxable real property in the Innovista Redevelopment Project Area (the amount of the increase in assessed value with respect to each Party being referred to as the “Increased Assessed Value,” and all of such incremental taxes being referred to as the “Total Innovista Incremental Taxes”). Prior to depositing any amount of the Total Innovista Incremental Taxes into the Special Tax Allocation Fund, however, there shall be performed the calculations required by the remainder of this Section 4(e).

(ii) Allocation Among Parties. There shall then be allocated the portion of the Total Innovista Incremental Taxes attributable to the levies of the Parties among the Parties by multiplying the amount of each Party’s millage imposed during such tax year by the Increased Assessed Value of property subject to *ad valorem* taxation by such Party. The resulting amounts shall be expressed in dollars and shall be defined, with respect to each Party, as the “City Attributable Incremental Taxes,” the “County Attributable Incremental Taxes,” and the “School District Attributable Incremental Taxes” for such tax year.

(iii) Application of Percentages; Deposit. Unless paid to each Party in accordance with the provisions of Section 4(c) hereof, as of each May 1 of each tax year, there shall then be allocated and distributed such Total Innovista Incremental Taxes as follows:

(A) With respect to the City, the City Attributable Incremental Taxes shall be multiplied by the City Percentage Participation (the “City TIF Revenues”). The City TIF Revenues shall be deposited into the Special Tax Allocation Fund. City Attributable Incremental Taxes in excess of the City TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the City to be applied] as provided by general law.

(B) With respect to the County, the County Attributable Incremental Taxes shall be multiplied by the County Percentage Participation (the “County TIF Revenues”). The County TIF Revenues shall be deposited into the Special Tax Allocation Fund. County Attributable Incremental Taxes in excess of the County TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the County to be applied as provided by general law.

(C) With respect to the School District, the School District Attributable Incremental Taxes shall be multiplied by the School District Percentage Participation (the “School District TIF Revenues”). The School District TIF Revenues shall be deposited into the Special Tax Allocation Fund. School District Attributable Incremental Taxes in excess of the School District TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the School District to be applied as provided by general law.

(D) Any remaining amounts of the Total Innovista Incremental Taxes that are attributable to the levies of taxing entities other than the Parties shall be deposited into the Special Tax Allocation Fund.

(E) If any portion of Total Innovista Incremental Taxes is received after the initial annual distribution is made, then such portion shall be distributed by the end of the calendar quarter in which it was received in accordance with the foregoing

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distribution method.

(iv) Aggregate Annual TIF Revenues. The aggregate of the City TIF Revenues, the County TIF Revenues, the School District TIF Revenues, and any amounts described in Section (4)(e)(iii)(D) and (E) above in any given tax year is referred to herein as the “Aggregate Annual TIF Revenues.” The Parties agree that the City shall have the conclusive right, without approval or review by the Innovista Oversight Committee, to apply Aggregate Annual TIF Revenues to Debt Service Requirements and Other Requirements (as such terms are defined in Section 6(b) of this Agreement) and to the costs of Approved Innovista Redevelopment Projects on a “pay-as-you-go” basis, all as more particularly described in Section 6(b).

(v) No Responsibility for Shortfall. With respect to this Agreement and as provided by the Act, neither the County nor the School District shall be responsible for any shortfalls in the Aggregate Annual TIF Revenues relative to the projections contained in the Innovista Redevelopment Plan or relative to Debt Service Requirements (as defined in Section 6(b) of this Agreement). Insofar as any shortfall is to be offset from rate increases for the users of the City’s water and sewer systems, the City agrees to use its best efforts to ensure that there is no disproportionately high rate increase for customers in the unincorporated portions of the County.

An example illustrating the operation of the foregoing allocation is attached hereto as Exhibit E.

Section 5. Act 388 True-Up. Each of the City and the County hereby agree that it shall promptly remit to the School District, as and when received and in the full amount so received, any payments received pursuant to Section 11-11-156(D) of the S.C. Code, and the City hereby waives any statutory right to receive such funds the City would have otherwise been granted under said Section 11-11-156(D). The Parties acknowledge and agree that the purpose of this undertaking is to ensure that the School District receives reimbursement for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code. In the event that applicable law is changed during the term of this Agreement to provide for a different reimbursement mechanism, each of the City and the County will remit to the School District the entire amount of the reimbursement received by them (if any) and due to the School District for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code.

Section 6. Maximum Project Costs; Surplus Revenues; Dissolution. (a) Reduction in Project Costs. The Approved Innovista Redevelopment Projects may be funded, in whole or in part, directly with Aggregate Annual TIF Revenues on a “pay-as-you-go” basis or indirectly with the principal of Obligations. To the extent that the cost of an individual Approved Innovista Redevelopment Project is less than indicated (either because the cost is less than estimated, because funds are available from sources other than Aggregate Annual TIF Revenues or principal of Obligations, or otherwise), the City shall have the right, after receiving the approval of the Innovista Oversight Committee, to reallocate the Aggregate Annual TIF Revenues or principal of Obligations intended to pay such project costs to other Approved Innovista Redevelopment Projects that are consistent with the generic and functional description in the Innovista Redevelopment Plan. In no event during the Actual Participation Term shall the total costs of Approved Innovista

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Redevelopment Projects and Other Requirements (as defined herein) paid directly by Aggregate Annual TIF Revenues and from the principal of Obligations exceed Seventy Million (\$70,000,000) Dollars (the “Maximum Project Costs”). Subsequent to the date that the costs of Approved Innovista Redevelopment Projects and Other Requirements paid from Aggregate Annual TIF Revenues and principal of Obligations equal Seventy Million (\$70,000,000) Dollars, Aggregate Annual TIF Revenues collected thereafter and not used to pay Debt Service Requirements on Obligations delivered prior to such date constitute “Surplus Revenues” as such term is further defined and described below.

(b) Surplus Revenues. For purposes of this Agreement, the term “Surplus Revenues” shall be interpreted by reference to the description of “surplus funds” contained in Section 31-6-40 of the Act: “monies not required for payment and securing of obligations and the excess funds are surplus funds” **and** “any monies remaining in the Special Tax Allocation Fund after complying with the requirements of the pledge are also considered surplus funds.” Consistent with the foregoing description and for purposes of this Agreement, “Surplus Revenues” shall mean Aggregate Annual TIF Revenues that are required to be deposited or that are deposited into the Special Tax Allocation Fund in any tax year in excess of the aggregate of (1) the total amount of Debt Service Requirements (defined below) on all Obligations, (2) the total amount of Other Requirements (defined below) related to the Obligations and the Innovista Redevelopment Projects, and (3) the total amount of expenditures made to defray the costs of Approved Innovista Redevelopment Projects on a “pay-as-you-go” basis in such tax year to the extent and in the manner permitted by the Act and this Agreement. The term “Debt Service Requirements” shall be deemed to include all payments of principal, interest, redemption premium (if any), optional or mandatory redemptions of Obligations, and reimbursements for such payments previously made by the City from sources other than incremental tax revenues. The term “Other Requirements” shall include professional fees and expenses (including fees and expenses of trustees, registrars, paying agents, escrow agents, financial advisors, continuing disclosure agents, attorneys, accountants, consultants and the like), which are incurred by the Parties or the Innovista Oversight Committee in connection with the Obligations or the Innovista Redevelopment Projects (including but not limited to costs and expenses of any audit attributable to the Innovista Redevelopment Project Area described in Section 3(e) above), arbitrage rebate liability associated with tax-exempt Obligations and any costs and expenses related to the foregoing, and required deposits to reserve or cushion funds or similar funds and accounts), which amount shall count against Maximum Project Costs.

(c) Notwithstanding any other provision of this Intergovernmental Agreement, no pledge is made by this Agreement of any Surplus Revenues. Any expenditure of Surplus Revenues may be made only pursuant to the terms of a supplemental written agreement providing for such expenditures, which written agreement must be formally approved by the Parties.

(d) As described in Section 3(g)(iv) of this Agreement, the Innovista Oversight Committee shall have the right to recommend a particular use of Surplus Revenues, subject to approval by formal action of the respective governing bodies of the Parties. The Innovista Oversight Committee shall make such a recommendation prior to March 31 of each year during the Actual Participation Term. Each of the Parties will, prior to May 1 of each year during the Actual Participation Term, consider and act on such recommendation with respect to the use of any Surplus Revenues deposited to the Special Tax Allocation Fund in such year. If requested by the Parties, the Innovista Oversight Committee and the Parties will endeavor to permit differing dispositions of Surplus Revenues for each Party; provided, however, that the Parties acknowledge

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and agree that implementation of such differing dispositions may require an amendment to this Agreement to provide for a revised allocation methodology. If the Parties cannot, on or before the June 1 of a given year, agree on a suitable amendment to allow differing dispositions then the default outcome (absent agreement among all Parties) shall be that Surplus Revenues will be returned to the County Treasurer to be distributed to the Parties as required by general law, and more particularly by Sections 31-6-40 and 31-6-70 of the Act.

(e) **Dissolution upon Completion.** The City further agrees that promptly upon the full payment of the Maximum Project Costs from Aggregate Annual TIF Revenues and proceeds of Obligations, and the discharge of such Obligations, the City will dissolve the Innovista Redevelopment Project Area as to the School District and the County pursuant to the procedure described in the Act, but to the extent allowed by law, may keep the Innovista Redevelopment Plan open pending amendments to the Plan and other developments, including offering the County and the School District the opportunity to further participate in the redevelopment of the area.

Section 7. Maintenance Costs. The Parties agree that, in any given tax year, the City may request that the Innovista Oversight Committee approve pursuant to Section 3(g)(vi) of this Agreement the application of a portion of the Aggregate Annual TIF Revenues to the actual costs of long-term maintenance of the Approved Innovista Redevelopment Projects. In the absence of such approval, the City will have no right to apply Aggregate Annual TIF Revenues for such purpose. To the extent that the Innovista Oversight Committee approves the application of Aggregate Annual TIF Revenues for such purpose, the approved amount shall not count against Maximum Project Costs.

Section 8. Notice and Right to Cure. If any Party defaults under any of this Agreement's terms, either or both of the non-defaulting parties may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty days after receipt of such written notice to cure the default. If the defaulting Party fails to cure the default within this time period, the non-defaulting Parties shall then be entitled to exercise any rights or remedies granted under this Agreement or under applicable law.

Section 9. No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the City, the County or the School District in any other than his or her official capacity, and neither the members of the City Council, the County Council or the Board of Trustees of the School District (as applicable), nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City, the County or the School District contained in this Agreement.

Section 10. Binding Nature of Agreement. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the governing bodies of the City, the County and the School District and their respective successors in office.

Section 11. Effect of Agreement. This Agreement constitutes and is intended by the parties to constitute the entire agreement between the Parties, and all obligations of the Parties, each to the other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly

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executed and duly authorized by the Parties. Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions on which each Party will participate in the Innovista Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Innovista Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City, the County and the School District with respect to the Innovista Redevelopment Plan and the distribution of real property taxes and tax increment revenues received from the properties described in such Redevelopment Plan as being included in the Redevelopment Project Area.

Section 12. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all Parties hereto.

Section 13. Captions; Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 15. No Construction Against Drafter. The Parties hereby acknowledge that they have reviewed this Agreement, that each of the Parties has offered suggested changes and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

Section 16. Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 17. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the State, in Richland County, for resolution of any dispute arising hereunder.

Section 18. Dispute Resolution; Mediation. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To that end, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties. If the Parties do not reach such solution within a period of sixty days, then the Parties agree to promptly submit to non-binding mediation any dispute that might otherwise have to be litigated, with each Party paying one-third of

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the costs of the mediator's services and necessary expenses.

IN WITNESS WHEREOF, the City, the County, and the School District, by their authorized representatives, have hereunto set forth their hands as of the day first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Its: _____

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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Exhibit A

Original Innovista Redevelopment Plan
[to be attached]

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Exhibit B

Form of Innovista Plan Amendments

I. ADOPTION OF THE ORIGINAL INNOVISTA REDEVELOPMENT PLAN

At a meeting held on February 17, 2010, the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”) enacted Ordinance No. 2010-031, pursuant to Sections 31-6-10 through 31-6-120, Code of Laws of South Carolina 1976, as amended (the “Tax Increment Financing Law”), which provided for, among other matters, the adoption of the Innovista Redevelopment Plan, as a “redevelopment plan” within the meaning of such term under the Tax Increment Financing Law (the “Original Innovista Redevelopment Plan”). The Original Innovista Redevelopment Plan designated certain real property located within the territorial limits of the City as a redevelopment project area (the “Innovista Redevelopment Project Area”) under the Tax Increment Financing Law. The Original Innovista Redevelopment Plan also provided for the issuance of Tax Increment Bonds in a principal amount of not exceeding \$150,000,000. As of the date hereof, the City has not issued any Tax Increment Bonds contemplated by the Original Innovista Redevelopment Plan.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Innovista Redevelopment Plan.

II. FIRST AMENDMENT TO INNOVISTA REDEVELOPMENT PLAN

By adopting this First Amendment to Innovista Redevelopment Plan (the “First Amendment”; the Innovista Redevelopment Plan as amended by this First Amendment to be referred to herein as the “Innovista Redevelopment Plan as Amended”), the City proposes: (1) to modify the participation of the City, Richland County, South Carolina (the “County”) and the School District No. 1 of Richland County (the “School District”), with respect to incremental tax revenues generated within the Innovista Redevelopment Project Area to an amount equal to seventy-five percent (75%) of the incremental tax revenues attributable to the respective millages of the City, the County and the School District; (2) to shorten the total duration of the Original Innovista Redevelopment Plan; (3) to reduce the maximum principal amount of Tax Increment Bonds which may be issued under the Original Innovista Redevelopment Plan from \$150,000,000 to \$70,000,000; (4) to replace the information relating to the public infrastructure improvements proposed to be financed from the proceeds of Tax Increment Bonds, incremental tax revenues generated within the Innovista Redevelopment Project Area, or a combination of the foregoing; (5) to eliminate the Innovista Advisory Committee described in the Original Innovista Redevelopment Plan and replace it with the Innovista Oversight Committee having such functions, powers and authority as described herein; and (6) to establish the “initial equalized assessed value” and “total initial equalized assessed value” (as such terms are defined in Section 31-6-100 of the Tax Increment Financing Law) for all taxable real property within the Innovista Redevelopment Project Area, based on the equalized assessed values of such real property for the tax year beginning on January 1, 2011.

On or prior to the date of approval of this First Amendment, the City has obtained the consent of the County and the School District to the modifications to the Original Innovista Plan contained herein, as evidenced by the Intergovernmental Agreement (Innovista Plan) dated _____, 2012 (the “County/School District Agreement”), among the City, the County and the School District, as authorized by resolution or other legislative action of the governing bodies thereof

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The findings and objectives of the City as set forth in the Original Innovista Redevelopment Plan as initially adopted are hereby confirmed, approved and ratified (except as updated or supplemented herein) by this First Amendment.

III. PARTICIPATION OF CITY, COUNTY, AND SCHOOL DISTRICT; DURATION

During the term of the Innovista Redevelopment Plan as Amended, each of the City, the County and the School District will Participate (as defined herein) in the Innovista Redevelopment Plan as Amended in the amount of seventy-five percent (75%) of the incremental tax revenues from the Innovista Redevelopment Project attributable to the respective millages of the City, the County and the School District. The term “Participate” means that a specified percentage of the collections of incremental tax revenues attributable to the respective millage rates of the City, the County and the School District will be deposited in the “special tax allocation fund” (as defined in the Tax Increment Financing Law), and applied to the extent and in the manner permitted by the Act, the County/School District Agreement and the Innovista Redevelopment Plan as Amended.

The duration of the Original Innovista Redevelopment Plan shall be reduced as follows:

- The percentage of incremental tax revenues attributable to the respective millage rates of the City, the School District and the County (as described in the foregoing paragraph) and the incremental tax revenues attributable to the respective millage rates of Richland-Lexington Riverbanks Park District (the “Riverbanks Park District”) and Richland-Lexington Airport District (the “Airport District”), shall be deposited into the “special tax allocation fund” (as defined in the Tax Increment Financing Law) and applied to the extent and in the manner permitted by the Act, the County/School District Agreement and the Innovista Redevelopment Plan as Amended for a period of not to exceed the lesser of (1) fifteen (15) years from the first day of the first fiscal year of the City in which the principal of or interest on Tax Increment Bonds shall be scheduled to be payable or is in fact paid from incremental tax revenues or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving this First Amendment (the “Actual Participation Term”)
- Provided, however, that (a) for purposes of the definition of “Actual Participation Term” above, the term “Tax Increment Bonds” (as defined in the Original Innovista Redevelopment Plan) does not include obligations issued by the City under the Tax Increment Financing Law during the first five years of the Actual Participation Term (the “Interim Bonds”), if the principal of and interest on such Interim Bonds (1) are not secured by or payable from incremental tax revenues at all or (2) are not payable from incremental tax revenues until more than one year after the issuance thereof; and (b) for all other purposes of the Innovista Redevelopment Plan as Amended, the term “Tax Increment Bonds” means all obligations issued by the City under the Tax Increment Financing Law with respect to the Innovista District.

IV. MAXIMUM PRINCIPAL AMOUNT OF TAX INCREMENT BONDS; UPDATED PROJECT INFORMATION

The Original Innovista Redevelopment Plan (specifically in Chapters 4 and 7 thereof) includes an itemized, prioritized list of the public infrastructure projects that the City intends to undertake

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within the Innovista Redevelopment Project Area (estimated to be \$153,938,587, not including certain “soft” costs and other costs described therein) and provides that the City may finance such costs by issuing up to \$150,000,000 of Tax Increment Bonds during the term of the Original Innovista Redevelopment Plan.

This First Amendment reduces the maximum principal amount of Tax Increment Bonds which may be issued from \$150,000,000 to \$70,000,000 (not including refundings) and updates and supplements the information in the Original Innovista Redevelopment Plan related to the public infrastructure projects. Without affecting the validity of the Original Innovista Redevelopment Plan (or the findings made by the City with respect thereto), Chapter 4 of the Original Innovista Redevelopment Plan should be disregarded in its entirety and replaced with the information in Schedule A attached hereto.

V. ELIMINATION OF INNOVISTA ADVISORY COMMITTEE; CREATION OF INNOVISTA OVERSIGHT COMMITTEE AND RESPONSIBILITIES THEREOF; USE OF INCREMENTAL TAX REVENUES

The Original Innovista Redevelopment Plan is hereby amended to delete Section 1.5 thereof in its entirety and replace it with the text attached as Schedule B hereto. All references generally to the Innovista Advisory Committee in the Original Innovista Redevelopment Plan are hereby deleted.

VI. UPDATED ASSESSED VALUES; ESTIMATE AS TO EQUALIZED ASSESSED VALUE AFTER REDEVELOPMENT

The assessed value of all taxable real property within the Innovista District for the tax year beginning January 1, 2011, is \$9,908,070; a full listing of all real properties that are included in the Innovista District (as of the tax year beginning January 1, 2011) is set forth in Schedule C hereto. For purposes of the Innovista Redevelopment Plan as Amended, the “initial equalized assessed value” and the “total initial equalized assessed value” (as such terms are defined in the Tax Increment Financing Law) of the parcels within the Innovista District shall be determined with respect to the equalized assessed values of such real property for the tax year beginning on January 1, 2011.

Section 5.2 of the Original Innovista Redevelopment Plan included an estimate as to equalized value after redevelopment of the Innovista District. Such estimate included the then-current initial equalized value of \$9,041,680, and assumed that the redevelopment of the Innovista District would achieve complete build-out during the 25-year term of the Original Innovista Redevelopment Plan. Because the assessed value of all taxable real property within the Innovista District for the tax year beginning January 1, 2011, has increased from \$9,041,680 to \$9,908,070, and applying all other assumptions as stated in the Original Innovista Redevelopment Plan, it is now estimated that, after completion of the redevelopment of the Innovista District, the equalized assessed value of such area will be approximately \$60,680,452, representing an increase of \$50,772,382 from the total initial equalized assessed value stated above.

Given the reduction in the duration of the Original Innovista Redevelopment Plan, it is no longer expected that redevelopment of the Innovista District will achieve complete build-out during the duration of the Innovista Redevelopment Plan as Amended. Instead, it is estimated that at the conclusion of the Innovista Redevelopment Plan as Amended, the equalized assessed value of such

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area will be approximately \$[insert], representing an increase of \$[insert] from the initial equalized assessed value stated above. This calculation was generated by assuming level annual absorption over the maximum 20-year term under the “moderate” scenario contained in the ERA Report, applying a value of \$156.25 per square foot for commercial development and \$125 per square foot for residential development, excluding real property that is anticipated to be absorbed by the University of South Carolina as indicated in the ERA Report, and applying appropriate assessment ratios.

VII. IMPACT ON TAXING DISTRICTS

The Original Innovista Plan (and the findings of City Council in connection therewith) included statements as to the effect of the estimated impact upon the revenues of the taxing districts (e.g., the City, the County, the School District, the Airport District and the Zoo District) of the Original Innovista Plan. The City believes that the overall financial impact on the taxing districts from the Innovista Plan as Amended is expected to be minimal because:

- (a) Such taxing districts will continue to collect real property tax revenues attributable to the initial equalized assessed value of properties in the Innovista Redevelopment Project Area;
- (b) The City, the County and the School District will collect a portion of the incremental real property tax revenues (e.g., 25%) attributable to properties in the Innovista Redevelopment Project Area; although taxing districts will forgo a small portion of their future revenue growth for a period of time, all will benefit from a stronger, more diverse tax base and economy, improved roads, utilities and other infrastructure and a more attractive community;
- (c) The Innovista Redevelopment Project Area represents a small portion of the overall tax base of the taxing districts;
- (d) Without the Innovista Plan as Amended, it is expected that tax revenues within the Innovista Redevelopment Project Area would remain static or decline; and
- (e) Property taxes paid on vehicles, machinery and equipment and other personal property are not affected. Each taxing district will continue to receive the full benefit of growth of personal property values.

VIII. OBJECTIVES

The Innovista Redevelopment Plan as Amended is being implemented to accomplish the following objectives, in addition to those described in the Original Innovista Redevelopment Plan:

- A. To promote and protect health, safety and welfare of the public.
- B. To eradicate blighted conditions by instituting measures to redevelop blighted areas.
- C. To remove and alleviate adverse conditions necessary to encourage private development.
- D. To restore and enhance the tax base through redevelopment.
- E. To utilize property in the Innovista Redevelopment Project Area for its highest and best use.

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Schedule A: Replacement Chapter 4 of Original Innovista Redevelopment Plan

The following text shall be substituted for Chapter 4 of the Original Innovista Redevelopment Plan:

CHAPTER 4 – TAX INCREMENT FINANCING (TIF)

4.1 Public Infrastructure Improvements

The City intends to use incremental tax revenues, proceeds of Tax Increment Bonds and/or a combination of the foregoing, as well as other available sources of funding (including grants, loans and contributions from private developers) to finance certain public infrastructure improvements. Although a small portion of the incremental tax revenues may be used to defray long-term project maintenance costs (included within the description of public infrastructure improvements), it is the City's expectation that virtually all of the incremental tax revenues will be applied to the capital costs of the public infrastructure improvements which will, in turn, foster, encourage and enhance private development.

The following list describes the types of public infrastructure improvements that the City intends to finance pursuant to this redevelopment plan:

Street/Pedestrian Improvements

1. Improvement to or replacement of existing streets, including extensions, realignments, relocations, resurfacing of or changes to pavement or lane widths and intersection improvements. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or formalization of new streets and rights of way; existing streets and rights of ways; rail crossings; bridges and pedestrian overpasses; traffic or pedestrian squares, promenades, paths, or crossings; signalization; off-street or on-street parking; sidewalks; and/or curbs, gutters and storm drainage.
2. Landscaping, lighting, signage, and related infrastructure.
3. An improved vehicular connection and relocation of streets as needed.
4. Entry/gateway features including landscaping, lighting, signage and other improvements at entry points.
5. Replacement of asphalt and concrete.
6. Pedestrian improvements (including street furnishings, landscaping and tree plantings, signage and lighting).

Utility System Improvements

1. Improvements (including distribution, treatment, transmission and realignment) to public water, sewer, electric, stormwater and communication systems
2. Acquisition of utility easements, rights-of-way or other property rights associated with the provision of new and improved utility services or removal of obsolete systems
3. Installation, relocation, reconstruction, renovation, or removal of overhead utility lines and/or replacement with new below ground systems; installation, relocation, reconstruction, renovation, or removal of gas lines.
4. Construction or improvements to administration spaces relating to utility systems
5. Public safety Shot-spotter gunshot location plat

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6. Tactical wireless video/audio surveillance system
7. Broad band wireless (Wi-Fi and Wi-Max)

Recreational or Public Spaces

1. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or equipping of public parks and/or recreational spaces.

Related Expenses and Financing Costs

1. Land acquisition; land assembly; and acquisition of easements and rights-of-way.
2. Demolition and disposal of existing components or improvements; soil replacement/removal
3. Surveys and appraisals related to all projects
4. Historic preservation surveys, nominations and design
5. Planning, design, engineering, architectural and other professional services related to all projects
6. Environmental studies and abatement for all projects
7. Legal services for all projects
8. Marketing, advertising and related costs for all projects
9. Financing costs, including fees and costs associated with bond issuance or re-issuances, reporting and ongoing management of bond funds
10. Construction period interest/accrued interest
11. Debt service reserves
12. Issuance costs
13. Costs arising in connection with activities of oversight committee.
14. Associated long-term maintenance expenses.*

Total Expected Qualifying TIF Costs: \$70,000,000

*Does not count against \$70,000,000 limit to be funded from Tax Increment Bonds or incremental tax revenues.

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Schedule B – Innovista Oversight Committee and Functions and Responsibilities Thereof

Section 1.5 of the Original Innovista Redevelopment Plan is hereby deleted in its entirety and replaced with the following text:

1.5 Innovista Oversight Committee

In order to ensure that the redevelopment of the Innovista District is consistent with this Redevelopment Plan, as amended, and responsive to future development needs, there shall be created a committee (the “Innovista Oversight Committee”) which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Innovista Redevelopment Project Area. The composition and maintenance of the Innovista Oversight Committee, as well as its powers and responsibilities, shall be determined by agreement among the City, the County and the School District; provided, however, that the City shall have the right to implement this Original Innovista Redevelopment Plan, as amended, including but not limited to the issuance of Tax Increment Bonds, in accordance with its stated terms and the terms and conditions of the County/School District Agreement, without further approval by the Innovista Oversight Committee.

As described in the County/School District Agreement, after application of incremental tax revenues for the payment of debt service requirements on Tax Increment Bonds or to fund redevelopment project costs for the public infrastructure projects pursuant to Chapter 7 hereof, incremental tax revenues may be used to pay long-term maintenance expenses with respect to the public infrastructure projects and for such other purposes related to “Surplus Revenues” (as defined in the County/School District Agreement), subject to the recommendation and/or approval (as applicable) of the Innovista Oversight Committee and the governing bodies of the taxing districts, in each case prior to any disposition of surplus amounts as described in Chapter 7 hereof.

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Schedule C: Complete Property Listing for Innovista (Tax Year Beginning January 1, 2011)

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Exhibit C

Pre-Approved Innovista Redevelopment Projects

The Master Plan (as defined in the Original Innovista Redevelopment Plan) contains an itemized estimate of the project costs within the Innovista Redevelopment Project Area. These project costs were prepared in 2007 and accordingly have been updated in the list below to present-day value estimates. In addition, certain projects have been added, either to reflect more recent development plans and conditions or to provide for public infrastructure improvements in areas that were not included in the Master Plan. The following table presents a conceptual overview of the components of the public infrastructure projects, establishes the order of priority in which the public infrastructure projects are currently intended to be constructed, and provides the estimated, aggregate, present-day cost of each component. The cost estimates provided below are expressed in present-day terms, and the actual costs may be higher than estimated because of contingencies, inflation, unexpected limitations on materials, supplies, or labor, or other conditions that may arise in the future. In addition, development needs, growth patterns, unforeseen occurrences, and other contingencies may cause some or all of the following public infrastructure projects to be modified, supplemented, replaced, or otherwise varied, or for the accompanying cost estimates to be reduced or increased.

The Maximum Projects Costs to be funded with Aggregate Annual TIF Revenues and/or the proceeds of Obligations are limited to \$70,000,000, notwithstanding that the itemized projects below aggregate \$153,938,587.

Priority I: Greene Street [Assembly St. to Congaree River Parkway]

Greene Street	\$1,445,500
Rail Crossing	7,500,000
Foundation Square	5,756,770
Greene Street Promenade	<u>2,273,600</u>
Subtotal Estimated Construction Costs	\$16,975,870
PLUS	
Contingency and Design	5,092,761
Land Acquisition for Green Street Promenade	<u>3,550,000</u>
TOTAL	\$25,618,631

Priority II: Congaree River Parkway, Powerline and Gas Line Relocation & Senate Street

Congaree River Parkway	\$3,566,000
Powerline Relocation	7,000,000
Senate Street	1,186,500
Greene Street [Williams to Huger]	204,000
Gas Line Relocation	<u>1,080,000</u>
Subtotal Estimated Construction Costs	\$13,036,500
PLUS	
Contingency and Design	3,910,950
Land Acquisition for Parkway and Greene Street Connector	<u>6,960,000</u>
TOTAL	\$23,907,450

Priority III: New & Improved Streets in Waterfront District

Pendleton	\$531,600
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Devine	1,170,500
College.....	703,200
Wheat.....	460,000
Gist.....	230,000
Pulaski.....	1,610,000
Catawba	<u>2,176,000</u>
Subtotal Estimated Construction Costs	\$6,881,300
PLUS	
Contingency and Design.....	2,064,390
Land Acquisition for College & Devine.....	<u>2,878,750</u>
TOTAL	\$11,824,440

Priority IV: Granby and Olympia Mills Neighborhood Improvements

Improve Existing Streets	\$9,966,000
Park and Parking Lot Refurbishment	<u>1,742,400</u>
Subtotal Estimated Construction Costs	11,708,400
PLUS	
Contingency and Design.....	<u>3,512,520</u>
TOTAL	\$15,220,920

Priority V: Riverfront Park at Ballpark

Park	\$6,729,685
Wheat Street.....	460,000
Subtotal Estimated Construction Costs	\$7,189,685
PLUS	
Contingency and Design.....	<u>2,156,906</u>
TOTAL	\$9,346,591

Priority VI: Congaree Regional Waterfront Park

Park	\$39,512,904
PLUS	
Contingency and Design.....	<u>11,853,871</u>
TOTAL	\$51,366,775

Priority VII: Remaining Improvements

Remaining Improvements in Waterfront District.....	\$4,556,000
Remaining Improvements in Innovation District.....	<u>8,254,600</u>
Subtotal Estimated Construction Costs	12,810,600
PLUS	
Contingency and Design.....	<u>3,843,180</u>
TOTAL	\$16,653,780

TOTAL PROJECTED COSTS..... \$153,938,587

The above schedule does not include other costs, such as architectural and engineering costs, surveys, environmental, legal and other “soft” costs, capitalized interest and/or debt service reserves associated with the design, financing, and construction of the public infrastructure projects.

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Exhibit D

Form of Annual Financial Report

Richland County Council Request of Action

Subject

a. Any utility provider must obtain permission from Richland County Council prior to work being done in unincorporated Richland County. The purpose for this motion is that an entity like the City of Columbia currently runs water lines when and where they want throughout Richland County. If Richland County is supposed to be directing where we do and don't want growth to take place such a practice is detrimental to the effectiveness of the Richland County comprehensive plan. [MALINOWSKI]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda