



**RICHLAND COUNTY COUNCIL  
REGULAR SESSION AGENDA**

**JUNE 4, 2013  
6:00 PM**

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

**INVOCATION                                    THE HONORABLE DAMON JETER**

**PLEDGE OF ALLEGIANCE                    THE HONORABLE DAMON JETER**

**Presentation Of Resolutions**

1. a. Resolution honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations’ (SCANPO) Award [MANNING]

**Approval Of Minutes**

2. Regular Session: May 21, 2013 [PAGES 7-16]
3. Zoning Public Hearing: May 28, 2013 [PAGES 17-22]
4. Special Called Meeting: May 28, 2013 [PAGES 23-25]

**Adoption Of The Agenda**

**Report Of The Attorney For Executive Session Items**

5. a. Contractual Matter: Village at Sandhills
- b. Richland One Special Election Fee Update

**Citizen's Input**

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

**Report Of The County Administrator**

7. a. Budget Update

## Report Of The Clerk Of Council

8. a. Scheduling of Budget Wk. Sess., 2nd and 3rd Reading of Budget [ACTION]

## Report Of The Chairman

### Open/Close Public Hearings

9. a. An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon
- b. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office
- c. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department
- d. **Palmetto Health JEDA Bond Issuance**

### Approval Of Consent Items

10. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department [THIRD READING] [AWAITING UPDATED INFORMATION FROM LEGAL DEPT.]
11. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [THIRD READING] [PAGES 32-42]
12. An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon [THIRD READING] [PAGES 43-50]
13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsections (a) and (b); and Section 17-3, Sheriff's Deputies assigned as Security Officers to issue tickets; Subsection (a); so as to limit public parking to two hours and to delete the provisions for parking meters [SECOND READING] [PAGES 51-54]
14. An Ordinance Authorizing a Deed to CW Hangar Partners, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A [SECOND READING] [PAGES 55-56]
15. An Ordinance Authorizing the Conversion of a Fee in Lieu of Tax Arrangement between

Richland County, South Carolina and PCO Carolina Pines LP under Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, to an Arrangement under Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended; consenting to the transfer of the Fee in Lieu of Tax Arrangement to Project Packaging and extension of the term thereof upon certain conditions as provided herein; and other matters related thereto **[SECOND READING]**  
**[PAGES 57-91]**

16. 13-12MA  
Wayne Huggins  
RU to OI (1.79 Acres)  
9711 Garners Ferry Road  
24700-11-07 **[SECOND READING]** **[PAGES 92-93]**
17. 13-14MA  
Boyce Haigler  
HI to GC (1.03 Acres)  
1051 Market St.  
11206-04-05 **[SECOND READING]** **[PAGES 94-95]**
18. 13-15MA  
Gary Morris  
M-1 to HI (33.5 Acres)  
1091 Carolina Pines Dr.  
17600-01-17 &24 **[SECOND READING]** **[PAGES 96-97]**
19. 13-16MA  
Ryan Slattery  
Killian's Crossing  
PDD to PDD Amendment (398.66 Acres)  
17400-02-04, 12, 14 & 16 **[SECOND READING]** **[PAGES 98-100]**
20. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements listed by Zoning District; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; so as to remove certain permitted uses from the Office and Institutional Zoning District **[SECOND READING]** **[PAGES 101-109]**
21. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-52, Amendments; Subsection (b), Initiation of Proposals; Paragraph (2), Zoning Map Amendments; Subparagraph b, Minimum Area of Zoning Map Amendment Application; so as to allow LI (Light Industrial) District Zoning contiguous to an existing Industrial District for a parcel with less than two (2) acres **[SECOND READING]** **[PAGES 110-112]**
22. Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape

Construction [**PAGES 113-126**]

23. Close Businesses Operating Without Current Licenses [**PAGES 127-132**]
24. Palmetto Health JEDA Bond Issuance [**PAGES 133-139**]
25. Detention Center Security Control Updates [**PAGES 140-143**]
26. Detention Center Fire Control Updates [**PAGES 144-147**]
27. FY13 Budget Amendment for Risk Management [**FIRST READING**] [**PAGES 148-150**]
28. Volunteer Fire Operations Insurance [**PAGES 151-153**]
29. Emergency Back-Up Generator Replacement [**PAGES 154-158**]

### **Third Reading Items**

30. An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto [**PAGES 159-166**]

### **Second Reading Items**

31. Small Local Business Enterprise ("SLBE") Program [**PAGES 167-188**]
32. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; and Amending Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; so as to replace those standards with "Development with Open Space Design Standards" and amending Article X, Subdivision Regulations; Section 26-222, General Requirements; Subsection (g), Natural Resource Inventory; Paragraph (1); so as to delete the requirement of a desktop analysis [**PAGES 189-210**]

### **Report Of Administration And Finance Committee**

33. Richland County Public Library Bonds [**PAGES 211-214**]
  - a. An Ordinance Providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina, in an aggregate principal amount of not exceeding Fifty-Nine Million Three Hundred Twenty One Thousand Nine Hundred Dollars (\$59,321,900); delegating to the County Administrator certain authority related to the bonds; providing for the payment of said bonds; and other matters relating thereto [**FIRST READING**] [**PAGES 215-246**]
  - b. A Resolution Declaring the Intention of Richland County, South Carolina to reimburse itself for certain expenditures with the proceeds of debt to be issued by the issuer [**PAGES 247-248**]
  - c. A Resolution Ordering a Bond Referendum to be held in Richland County, South Carolina, on the question of the issuance of not exceeding \$59,321,900 of General Obligation Bonds of Richland County, South Carolina; providing for the form of the ballot to be used; providing for

notice of the referendum; and providing for other matters relating thereto [PAGES 249-260]

34. Emergency Services Contract for Property Purchase [EXECUTIVE SESSION] [SEPARATE COVER ]

### **Report Of Economic Development Committee**

35. a. Inducement Resolution for Project Packaging [PAGES 262-265]

### **Other Items**

36. Report of the Dirt Road Committee:
  - a. Recommended Plan for Paving Dirt Roads [PAGE 267]
  - b. Emergency Maintenance of Roads [PAGES 268-271]

### **Citizen's Input**

37. Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

38. a. Staff will provide Council with the Budget processes' preliminary motions list 24 hours prior to the deadline for item submission and the final list within 48 hours following the submission deadline [MANNING]
- b. All applicants for Richland County Boards, Commissions or Committees will be telephonically notified within 48 hours of council's decision relating to that appointment and a follow up letter will be mailed within 5 work days to same [MALINOWSKI]
- c. Resolution in honor of Waverly Neighborhood's 100th Anniversary [ROSE]
- d. Explore the possibility of vendors paying a fee or a percentage of their vendor's fee at tourists sponsored events for tourists related activities. Vendors at these events are not collecting the H-Tax Business License Office has no way of monitoring or collecting these taxes [JACKSON]

### **Adjournment**



# Richland County Council Request of Action

**Subject**

a. Resolution honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award **[MANNING]**

# Richland County Council Request of Action

**Subject**

Regular Session: May 21, 2013 [**PAGES 7-16**]

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, MAY 21, 2013 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.*

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### MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Damon Jeter
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose
Member	Torrey Rush

**OTHERS PRESENT** – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Justine Jones, Amelia Linder, Melinda Edwards, John Hixon, Geo Price, Ismail Ozbek, Tracy Hegler, Rodolfo Callwood, Kendra Dove, Jocelyn Jennings, Valeria Jackson, Nelson Lindsay, Chris Eversmann, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

### INVOCATION

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

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr. and the Purple Heart Recipients



## PRESENTATION OF RESOLUTIONS

**Resolution to recognize Richland County as a Purple Heart County [WASHINGTON]** – Mr. Washington presented a resolution to the Purple Heart recipients in recognition of Richland County being named a Purple Heart County.

**Resolution honoring Dutch Fork Girls Basketball Team on their 2<sup>nd</sup> State Championship [MALINOWSKI]** – Mr. Malinowski presented the Dutch Fork Girls Basketball Team with a resolution honoring them for their 2<sup>nd</sup> State Championship.

**Resolution honoring Keenan Girls Basketball AA State Champions [RUSH]** – Mr. Rush presented the Keenan Girls Basketball Team with a resolution honoring them for their AA State Championship win.

**Resolution Honoring Deputy Sheila Aull for heroism in the line of duty and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies [DICKERSON]** – Ms. Dickerson presented Deputy Sheila Aull with a resolution honoring her for heroism in the line of duty.

**Resolution honoring Verna Hatten's 100<sup>th</sup> Birthday [DICKERSON]** – Ms. Dickerson will present Ms. Hatten with a resolution honoring her 100<sup>th</sup> Birthday at a later date.

**Resolution recognizing Cameron Wesley as the first African American Postmaster in the Town of Whitmire [JACKSON]** – Mr. Jackson presented Cameron Wesley with a resolution recognizing him as the first African American Postmaster in the Town of Whitmire.

**Resolution honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award [MANNING]** – Ms. Waller's resolution will be presented at an upcoming Council meeting.

**POINT OF PERSONAL PRIVILEGE** – Mr. Rose recognized his grandfather, who raised him, was in the audience.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dixon recognized her mentee Ms. Jasmine Farmer from Westwood High School.

## APPROVAL OF MINUTES

**Regular Session: May 7, 2013** – Mr. Pearce moved, seconded by Mr. Jackson, to approve the minutes as distributed. The vote in favor was unanimous.

## ADOPTION OF THE AGENDA

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

## REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

Mr. Farrar stated that the following were potential Executive Session Items:

- a. **Legal Fee—Contractual Matter**
- b. **Personnel Matters (2)**
- c. **Curtiss-Wright Hangar Agreement**

## CITIZENS' INPUT

No one signed up to speak.

## REPORT OF THE COUNTY ADMINISTRATOR

**Budget Update** – Mr. McDonald provided Council with outline of the remaining budget meeting:

- May 23<sup>rd</sup> – Work Session, 4:00-6:00 PM: Audit/CAFR – Elliott Davis; Recreation Commission; Sheriff's Department – MDT's/Cameras; any other outstanding matters
- May 23<sup>rd</sup> – Public Hearing, 6:00 PM
- May 30<sup>th</sup> – 2<sup>nd</sup> Reading of Budget, 6:00 PM
- June 6<sup>th</sup> – 3<sup>rd</sup> Reading of Budget, 6:00 PM
- Staff will e-mail the Motions List to Council by Friday, May 24<sup>th</sup>.

**Personnel Matter** – This item was discussed in Executive Session.

**Transportation Penny Update** – Mr. McDonald stated the following regarding the Transportation Penny:

- Discussions with outside counsel regarding the bonds are ongoing and the bond ordinances/bond anticipation notes (BANs) are forthcoming.
- Discussion with outside legal counsel regarding the proposed IGA between the County and CMRTA are continuing.
- Staff has met with SCDOT to draft an IGA, which will be modeled after the Beaufort and York Counties' IGAs.

- The Transportation Penny Advisory Committee (TPAC) has met twice and will continue to hold regular monthly meetings on the third Monday of each month in the 4<sup>th</sup> Floor Conference Room.
- Staff will forward recommendations to the Dirt Road Committee regarding the local road resurfacing/Neighborhood Improvement transportation-related items.
- The SLBE have reviewed the recommendations made by the Procurement Department.

#### **REPORT OF THE CLERK OF COUNCIL**

**Public Works Luncheon, Wednesday, May 22<sup>nd</sup>, 11:30 AM-1:30 PM** – Ms. Onley reminded Council of the Public Works Luncheon on Wednesday, May 22<sup>nd</sup> from 11:30 AM-1:30 PM at the Public Works Facilities on Powell Road.

**Turning Leaf Project Graduation, Wednesday, May 29<sup>th</sup>, 11:00 AM-12:00 PM, Alvin S. Glenn Detention Center** – Ms. Onley stated that the Turning Leaf Project Graduation is scheduled for Wednesday, May 29<sup>th</sup> from 11:00 AM-12:00 PM at the Alvin S. Glenn Detention Center.

**Community Relations Council Annual Luncheon, June 12<sup>th</sup> 12:00-2:00 PM, Columbia Metropolitan Convention Center** – Ms. Onley stated that the Community Relations Council's Annual Luncheon is scheduled for Wednesday, June 12<sup>th</sup> from 12:00-2:00 PM at the Columbia Metropolitan Convention Center.

**County Website Launch** – Ms. Onley encourage those Council members that have not previewed the County's new website to do so prior to the launch of the new website on May 28<sup>th</sup>.

#### **REPORT OF THE CHAIRMAN**

**Business Friendly Task Force Appointees** – Mr. Washington deferred this item until an upcoming Council meeting.

**Transportation Penny Advisory Committee—Council Ex-Officio Appointments** – Mr. Washington appointed Mr. Livingston and Mr. Jackson to serve on this committee.

**Joint City/County Task Force Appointments** – Mr. Washington appointed himself and Mr. Rush to this task force. An additional appointment will be made at an upcoming meeting.

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

## PRESENTATIONS

**Midlands Housing Trust Fund, Mark Cox-Chairman** – Mr. Cox gave a brief update on the endeavors of the Midlands Housing Trust Fund. The organization utilized the \$100,000 from Richland County to assist with five rehabilitation projects which resulted in 35 energy-efficient affordable housing units and were an integral part of the Sloan Road Apartment renovations.

**Township Auditorium, Aundrai Holloman** – Mr. Holloman gave an update on the Township Auditorium. The Township has increased their patrons by at least 20,000 in the last three years; worked with 17 new promoters; and hosted 11 first-time nonprofit organizations. On April 23 and 24, *Widespread Panic* drew approximately 6,000 attendees from 38 states and 300 cities. The Township is continuing to pursue co-promoting, promoting local civic opportunities and supporting the USC intern program.

## OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto** – No one signed up to speak.

## APPROVAL OF CONSENT ITEM

- **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [SECOND READING]**
- **An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon [SECOND READING]**
- **New Road for the Brookfield Subdivision**

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

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce thanked the members of the East Richland Public Service Commission for attending the Council meeting.

## THIRD 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"** – Mr. Pearce moved, seconded by Mr. Manning, to table this item. The vote in favor was unanimous.

## SECOND READING

**An Ordinance Authorizing the Execution and Delivery of a Fee and Special Source Credit Agreement by and among Richland County, South Carolina, Project Form 1, and Project Form 2 providing for a payment of a Fee in Lieu of Taxes and other matters related thereto** – Mr. Malinowski moved, seconded by Mr. Livingston, to approve the item. The vote in favor was unanimous.

**An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate approximately \$224,000 of General Fund Unassigned Balance for Legal Services in the Legal Department** – Mr. Pearce moved, seconded by Mr. Malinowski, to approve payment of the legal fees with the exclusion of the Election Commission legal fees. The vote in favor was unanimous.

**An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters thereto** – Mr. Manning moved, seconded by Mr. Livingston, to approve this item. The vote was in favor.

## FIRST READING

**An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate approximately \$100,000 of General Fund Unassigned Balance for Legal Services in the Legal Department** – Mr. Livingston moved, seconded by Mr. Pearce, to defer this item pending a review and audit by the Legal Department of the Election Commission's legal bills. The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsections (a) and (b); and Section 17-3, Sheriff's Deputies assigned as Security Officers to issue tickets; Subsection (a); so as to limit public parking to two hours and to delete the provisions for parking meters** – Mr. Malinowski moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

**Small Local Business Enterprise ("SLBE") Program** – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item. The vote was in favor.

## REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

**Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction** – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item. The vote in favor was unanimous.

## REPORT OF RULES AND APPOINTMENTS COMMITTEE

### I. NOTIFICATION OF VACANCIES

- a. **Board of Assessment Appeals-1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- b. **Historic Columbia Foundation-1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.

### II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee-2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote was in favor.
- b. **Central Midlands Council of Governments-1** – Mr. Malinowski stated that the committee recommended appointing Ms. Brenda J. Perryman. The vote in favor was unanimous.
- c. **Employee Grievance Committee-2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- d. **Hospitality Tax Committee-1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.

### III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Community Relations-3** – This item was held in committee.
- b. **Guidelines for Resolutions of Recognition** – Mr. Malinowski stated that the committee recommended amending Council Rule 1.7(b) as follows: “to allow requests for resolutions honoring or recognizing a citizen or organization be placed directly on the agenda and voted on during the motion period by requesting unanimous consent.” The vote was in favor.

## OTHER ITEMS

### REPORT OF THE AIRPORT COMMISSION:

- a. **Approval of Agreement to Sell Curtiss-Wright Hangar** – This item was taken up during Executive Session.

Mr. Pearce moved, seconded by Mr. Malinowski, to approve the agreement contingent upon the Third Reading of the ordinance. The vote in favor was unanimous.

- b. **An Ordinance Authorizing a Deed to CW Hangar Partners, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A [FIRST READING]** – This item was taken up during Executive Session.

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

**A Resolution to appoint and commission Kelly Wright as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County** – Mr. Jackson moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

#### CITIZEN'S INPUT

No one signed up to speak.

#### EXECUTIVE SESSION

=====  
**Council went into Executive Session at approximately 8:07 p.m. and came out at approximately 8:56 p.m.**  
=====

- a. **Report of the Chairman: Personnel Matter** – Mr. Pearce moved, seconded by Ms. Dickerson, to proceed as directed in Executive Session. The vote in favor was unanimous.

#### MOTION PERIOD

**Have a workshop with Council with South Carolina Department of Transportation ASAP on the IGA with the Penny Sales Tax. The referendum was passed on November 6, 2012, the County starts collecting the penny on May 1, 2013. Currently we do not have an IGA or a Transportation Director/Engineer. This is a priority and needs to be done immediately. Every day without a transportation person and an IGA puts us behind [JACKSON]** – This item was forwarded to the A&F Committee.

**I move to direct staff to draft appropriate language so as to codify unsafe housing regulations within Chapter 6 of the County Code of Ordinances, which are consistent with the International Property Maintenance Code, as amended [RUSH]** – This item was forwarded to the D&S Committee.

#### ADJOURNMENT

The meeting adjourned at approximately 8:58 p.m.

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Kelvin E. Washington, Sr., Chair

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L. Gregory Pearce, Jr., Vice-Chair

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Joyce Dickerson

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Julie-Ann Dixon

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Norman Jackson

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Damon Jeter

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Paul Livingston

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Bill Malinowski

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Jim Manning

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Seth Rose

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Torrey Rush

The minutes were transcribed by Michelle M. Onley



# Richland County Council Request of Action

**Subject**

Zoning Public Hearing: May 28, 2013 [**PAGES 17-22**]

## MINUTES OF



### RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, MAY 28, 2013 7:00 p.m.

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

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#### **MEMBERS PRESENT:**

Chair	Kelvin E. Washington, Sr.
Member	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Paul Livingston
Member	Bill Malinowski
Member	Seth Rose
Member	Torrey Rush

Absent	Greg Pearce
	Damon Jeter
	Jim Manning

**OTHERS PRESENT:** Amelia Linder, Tracy Hegler, Sparty Hammett, Suzie Haynes, Geo Price, Tommy DeLage, Holland Leger, LaToya Grate, Buddy Atkins, Monique Walters, Michelle Onley

#### **CALL TO ORDER**

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

#### **ADDITIONS/DELETIONS TO AGENDA**

Ms. Hegler stated there were no additions or deletions.

**MAP AMENDMENT**

**12-19MA, Myung Chan Kim, NC to GC (1.93 Acres), 2201 Clemson Rd., 20281-01-45**

Mr. Rush moved, seconded by Mr. Malinowski, to defer the public hearing and the item until the June Zoning Public Hearing. The vote in favor was unanimous.

**13-10MA, Kim Roberts, GC to LI (2 Acres), Percival Rd. 22601-01-11& 03(p)**

Mr. Washington opened the floor to the public hearing.

Mr. Kim Roberts and Mr. Guy Hewitt spoke in favor of this item.

Mr. Ernest Fayson spoke against this item.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Mr. Jackson, to deny the re-zoning request. The vote was in favor.

**13-11MA, Larry Umberger, RU to RS-LD (30.39 Acres), Shady Grove Rd., 03400-02-38**

Mr. Washington opened the floor to the public hearing.

The citizens chose not to speak at this time.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Rose, to deny the re-zoning request. The vote in favor was unanimous.

**13-12MA, Wayne Huggins, RU to OI (1.79 Acres), 9711 Garners Ferry Road, 24700-11-07**

Mr. Washington opened the floor to the public hearing.

The applicant chose not to speak at this time.

The floor to the public hearing was closed.

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

**13-13MA, John Loveless, RU to RC (5 Acres), Screaming Eagle Rd., 31600-02-20**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dixon moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote in favor was unanimous.

**13-14MA, Boyce Haigler, HI to GC (1.03 Acres), 1051 Market St., 11206-04-05**

Mr. Washington opened the floor to the public hearing.

The applicant spoke in favor of this item.

The floor to the public hearing was closed.

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

**13-15MA, Gary Morris, M-1 to HI (33.5 Acres), 1091 Carolina Pines Dr., 17600-01-17 & 24**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

**13-16MA, Ryan Slattery, Killian's Crossing, PDD to PDD Amendment (398.66 Acres), Farrow Rd. & W. Killian Rd., 17400-02-04, 12, 14 & 16**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

## TEXT AMENDMENTS

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; and Amending Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; so as to replace those standards with “Development with Open Space Design Standards” and Amending Article X, Subdivision Regulations; Section 26-222, General Requirements; Subsection (G), Natural Resource Inventory; Paragraph (1); so as to delete the requirement of a desktop analysis [FIRST READING]**

Mr. Washington opened the floor to the public hearing.

Ms. Rebecca Best, Mr. Bob Guild and Mr. Gary Atkinson spoke in favor of this item.

Mr. Samuel Brick and Mr. Bernie Randolph spoke against this item.

The floor to the public hearing was closed.

Mr. Dickerson moved, seconded by Mr. Jackson, to give First Reading approval to this item. The vote was in favor.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development so as to allow LI (Light Industrial) District Zoning contiguous to an existing Industrial District for a parcel less than two (2) acres [FIRST READING]**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Mr. Malinowski, to give First Reading approval to this item.

Mr. Malinowski requested that staff propose a better way to define “contiguous.”

The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements;**

**Subsection (b), Permitted Uses with Special Requirements listed by Zoning District; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; so as to remove certain permitted uses from the Office and Institutional Zoning District**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Dixon, to give First Reading approval to this item with the following amendment: "to remove multi-family uses from the OI District".

The vote in favor was unanimous.

**ADJOURNMENT**

The meeting adjourned at approximately 7:28 p.m.

Submitted respectfully by,

Kelvin E. Washington, Sr.  
Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Special Called Meeting: May 28, 2013 [**PAGES 23-25**]

# MINUTES OF



## RICHLAND COUNTY COUNCIL SPECIAL CALLED MEETING TUESDAY, MAY 28, 2013 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.*

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### MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Member	Joyce Dickerson
Member	Julie Ann Dixon
Member	Norman Jackson
Member	Bill Malinowski
Member	Paul Livingston
Member	Seth Rose
Member	Torrey Rush
Absent	Damon Jeter
	Jim Manning
	Greg Pearce

**OTHERS PRESENT** – Tony McDonald, Sparty Hammett, Nelson Lindsay, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 7:29 p.m.

**An Ordinance Authorizing the Conversion of a Fee in Lieu of Tax Arrangement between Richland County, South Carolina and PCO Carolina Pines LP under Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, to an Arrangement under Title 12 Chapter 44 of the Code of Laws of South Carolina, 1976, as amended; consenting to the transfer of the Fee in Lieu of Tax Arrangement to Project Packaging and extension of the term thereof upon certain conditions as provided herein; and other matters related thereto [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated that the Economic Development Committee recommended approval. The vote in favor was unanimous.



**ADJOURNMENT**

The meeting adjourned at approximately 7:30 p.m.

---

Kelvin E. Washington, Sr., Chair

---

L. Gregory Pearce, Jr., Vice-Chair

---

Joyce Dickerson

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Julie-Ann Dixon

---

Norman Jackson

---

Damon Jeter

---

Paul Livingston

---

Bill Malinowski

---

Jim Manning

---

Seth Rose

---

Torrey Rush

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

- a. Contractual Matter: Village at Sandhills
- b. Richland One Special Election Fee Update

# 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. Budget Update

# Richland County Council Request of Action

**Subject**

- a. Scheduling of Budget Wk. Sess., 2nd and 3rd Reading of Budget **[ACTION]**

# Richland County Council Request of Action

## **Subject**

- a. An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon
- b. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office
- c. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department
- d. Palmetto Health JEDA Bond Issuance

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department **[THIRD READING]**  
**[AWAITING UPDATED INFORMATION FROM LEGAL DEPT.]**

## **Notes**

April 23, 2013 - The Committee unanimously approved the recommendation that Council approve the request for a budget increase for the Legal Department in the amount of \$324,000, which will go to the Professional Services line, to pay for excessive costs related to the November 2012 General Election and the Columbia Venture trial. Staff was further directed to determine (1) whether the Transportation Penny revenues; and (2) whether the costs of the election are reimbursable from the State.

First Reading: May 7, 2013  
Second Reading: May 21, 2013  
Third Reading:  
Public Hearing:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [**THIRD READING**] [**PAGES 32-42**]

## **Notes**

April 23, 2013 - The Committee unanimously approved the recommendation that Council approve the request to purchase a payment processing station to replace expensive and changing banking lockbox services. The requested equipment will require an Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$63,801.00 of General Fund Undesignated Fund Balance to the Treasurer's Office.

First Reading: May 7, 2013

Second Reading: May 21, 2013

Third Reading:

Public Hearing:



## Richland County Council Request of Action

**Subject:** Richland County Treasurer's Office: Purchase of OPEX-AS3690 Scanner, RTLFIRST Software, Maintenance and Installation for Lockbox Services

### **A. Purpose**

The Richland County Treasurer requires a payment processing station to replace expensive and changing banking lockbox services, and has identified a used piece of equipment meeting our requirements at a deeply discounted cost. The purchase of the requested equipment will require an Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$63,801.00 of General Fund Undesignated Fund Balance to the Treasurer's Office.

### **B. Background / Discussion**

The Richland County Treasurer's Office intends to process all tax payments internally using the OPEX-AS3690 to replace our banking lockbox agreement which currently processes approximately 1/3 of Richland County's property tax payments. The Treasurer's Office intends to increase efficiency, reduce risk, and reduce costs by handling all payments in a single location with this new equipment.

The Treasurer's Office has recently been notified that Banking lockbox services will cease in the Midlands with our current provider on April 19, 2013. At that time, Richland County tax payments will be transported to Atlanta to be processed, and any payments that cannot be handled by the bank will have to be transported back to Columbia to be processed by the Treasurer's Office. The new arrangement will delay the processing of tax payments by at least one (1) day.

In an effort to quickly find a remedy, the Richland County Treasurer's Office contacted a vendor it had previously worked with to evaluate the changing situation. This type of equipment is used to process payments for Colonial Life, SCE&G, Blue Cross Blue Shield, along with other notable large business interests both locally and nationally. This conversation yielded a price quote for a new OPEX station (See Attachment 2) of \$115,983.

When it became clear that the banking lockbox agreement would change immediately, the Treasurer's Office found out that a similar used piece of equipment would be available for 90 days for a cost of \$15,000 plus set-up costs (See the Financial Impact Section, Item D, within) totaling \$63,801.00.

The Treasurer's Office, and Richland County, has paid \$130,677.14 over the last three years in banking lockbox fees. It is anticipated that, by bringing this service in-house, the County will save \$25,000 per year (\$40,000 bank fees vs. \$15,000 annual maintenance) to recoup this investment in just over two years.

In ten years of service, the Richland County Treasurer has only asked for one prior budget amendment which was also for an emergency situation.

**C. Legislative / Chronological History**

There is no legislative history.

**D. Financial Impact**

Total cost for budget amendment \$63,801.00. (See Attachment 1 Sole Source)

RT Lawrence Corp.

	<b>One Time Hardware Cost</b>		Price	Maint.
OPX-AS3690	OPEX AS3690 Scanner	1	\$15,000	
	Opex Disassembly, Packing, Assembly and Installation		\$3,459	
	Shipping		\$982	
	Hardware Sub-total		\$19,441	
	RTLFIRST Software Sub-total:		\$29,250	
	RTL Services Sub-total		\$9,600	
	<b>Initial Discount</b>		<b>-\$2,500</b>	
	Travel Expenses		\$1,988	
	<b>TOTAL</b>		<b>\$57,779</b>	+tax =\$62,401.32
<b>Annual Maintenance Payment Terms</b>				
	• Prorated Support June 1, 2013 - July 1, 2013 Due at Date of Installation			\$1,296 + tax =\$1,399.68
	<b>PROJECT GRAND TOTAL</b> \$63,801.00			

**E. Alternatives**

1. Approve the request to purchase a used OPEX-AS3690 Scanner, RTLFIRST Software, Installation and Maintenance for Lockbox Services.
2. Do not approve the request to purchase a used OPEX-AS3690 Scanner, RTLFIRST Software, installation and maintenance for Lockbox Services, which will result in the loss of timely processing of incoming tax payments and lockbox services being moved out-of-state.

**F. Recommendation**

It is recommended that Council approve the request to purchase a used OEPX-AS3690 Scanner, RTLFIRST Software, installation and maintenance for Lockbox Services.

Recommended by:  
David A. Adams

Department:  
Richland County Treasurer

Date:  
3-15-13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 4/4/13

Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation:

Recommendation supports the Richland County Treasurer's program evaluation and funding is available in the fund balance. Approval as requested would require three readings and a budget amendment.

**Procurement**

Reviewed by: Rodolfo Callwood                      Date: 4/5/13  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean                      Date: 4/5/13  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Tony McDonald                      Date: 4/5/13  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation: Although a budget amendment will be required to fund the request, the cost will be recovered within two to three years due to savings in lockbox fees currently paid to the bank.



### JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

**Definitions that should be used when determining a True Sole Source Purchases**

Sole Source Procurement is when only **ONE VENDOR/CONTRACTOR** possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular time. When the required equipment, supplies, construction, or services are available from only one source and no other type of property or services will satisfy the need. A "**True Sole Source**" product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason why specifications suitable for full and open competition could not be developed or meet your needs and **why** it is necessary and in the county best interest. The use of Sole Source addresses the source of a product or services not the item itself.

**The following examples describing circumstances which could necessitate "Sole Source" procurement:**

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. **REQUIRING DEPARTMENT:** Treasurer's Office

NAME OF REQUESTOR: David Adams

TELEPHONE: 803-576-2275

2. **DESCRIPTION OF ACTION.**

- a. State if procurement is: Non-Urgent Sole Source  Urgent Sole Source
- b. For sole source requests, provide the contractor name, point of contact, address and phone/fax numbers and e-mail address. If a sole source manufacturer distributes via Vendors, provide Vendors information here.

**Company:** RT Lawrence Corporation

**Point of Contact:** John Phillips

**Telephone #:** 312-296-2796

**Fax #:**

**Address:** 7740 Painter Avenue, Suite 100, Whittier, CA 90602

3. **DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS.** Give a short description of the item or service required, the estimated cost, and required delivery date.

**Item:**

4. **EXPLANATION OF SOLE SOURCE CIRCUMSTANCES.**

**For Sole Source Requirements:**

- (1) Explain why the item is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery.
- (2) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work.
- (3) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) design/drawing/specification requirements.
- (4) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage. For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements.
- (5) Provide Sole Source information requested above.

5. **PROPRIETARY INFORMATION:**

- a. If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block.

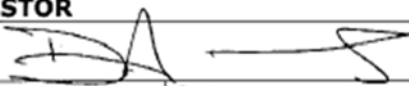
The equipment and software are proprietary to:

6. **DOCUMENTATION OF REVIEW OF SPECIFICATIONS FOR SPARE AND REPAIR PARTS.** If the procurement is for spare or repair parts, include a statement that the specifications have been reviewed and meet the minimum functional requirements of the government.

**CERTIFICATIONS**

*I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**REQUESTOR**

Name, Title and Signature: David A. Adams, Treasurer/Tax Collector 		
Account Code 1730-5315;5471;5426	Telephone 803-576-2275	Date 3/15/2013

*I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**PROCUREMENT DIRECTOR**

Name and Signature	Date:
--------------------	-------

*I CERTIFY THAT THE REPRESENTATIONS UNDER MY COGNIZANCE ARE BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**ADMINISTRATOR**

Name and Signature	Date:
--------------------	-------

Attachment for Sole Source Form¶

¶

3. Description¶

¶

The Richland County Treasurer requires a payment processing station to replace expensive and changing banking lockbox services, and has identified a used piece of equipment meeting our requirements at a deeply discounted cost. The purchase of the requested equipment will require \$63,801.00 for purchase, installation and maintenance of an OPEX-AS3690 Scanner and related software.¶

¶

4. Explanation¶

¶

The Richland County Treasurer's Office intends to process all tax payments internally using the OPEX-AS3690 to replace our banking lockbox agreement which currently processes approximately 1/3 of Richland County's property tax payments. The Treasurer's Office has recently been notified that banking lockbox services (currently provided in the Midlands) will be moving to an Atlanta location. The Treasurer's Office intends to increase efficiency, reduce risk, and reduce costs by handling all payments in a single location with this new equipment.¶

The Treasurer's Office has recently been notified that Banking lockbox services will cease in the Midlands with our current provider on April 19<sup>th</sup>, 2013. At that time, Richland County's tax payments will be transported to Atlanta to be processed, and any payments that cannot be handled by the bank will have to be transported back to Columbia to be processed by the Treasurer's Office. The new arrangement will delay the processing of tax payments by at least one (1) day.¶

In an effort to quickly find a remedy, the Richland County Treasurer's Office contacted a vendor it had previously worked with to evaluate the changing situation. This type of equipment is used to process payments for Colonial Life, SCE&G, Blue Cross Blue Shield, along with other notable large business interests both locally and nationally. This conversation yielded a price quote for a new OPEX station of \$115,983 plus applicable taxes.¶

When it became clear that the banking lockbox agreement would change immediately, the Treasurer's Office found out that a similar used piece of equipment would be available for 90 days for a cost of \$15,000 plus set-up costs totaling \$63,801.00.¶

The Treasurer's Office, and Richland County, has paid \$130,677.14 over the last three years in banking lockbox fees. It is anticipated that, by bringing this service in-house, the County will save \$25,000 per year (\$40,000 bank fees vs. \$15,000 annual maintenance) to recoup this investment in just over two years.¶

¶

**Pricing**

Part Number	Description	Qty	Price	Annual Support
<b>Hardware</b>				
OPX-AS72I	OPEX AS7200i Scanner (Includes Rear Inkjet, CIS Imagers & OPEX	1	\$52,995	\$8,430
OPX-MICR	MICR Reader (Magnetic and Optical)	1	\$2,750	
OPX-FIP	Front Inkjet Printer	1	\$750	
OPX-M72	OPEX Model 72 Extractor	1	\$24,950	\$2,470
INS-DYO	Installation - 1 day Onsite (OPEX Certified Technician)	1	Incl	N/A
<b>Hardware Sub-total</b>			<b>\$81,445</b>	<b>\$10,900</b>
<i>Hardware Discount</i>			<i>-\$5,000</i>	
<b>Hardware Total</b>			<b>\$76,445</b>	
<b>RTLFIRST Software</b>				
OPX-01	Opex Connect - Process Module	1	\$5,000	\$750
PRC-01	RTLFIRST Process Module	1	\$5,750	\$863
CAR-01	A2iA CAR/LAR engine (1 Million Checks/Year)	1	\$1,750	\$263
SVR-01	One-Operation Supervisor/Verification Lic (1st User Lic) Conc Lic	1	\$1,750	\$263
VRF-01	One-Operation Verification License (1st User Lic) Conc Lic	1	\$1,750	\$263
FVW-DB-01	FIRSTView Imaging-Browser Based (1st User Lic) Conc Lic	1	\$3,750	\$638
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	\$4,000	\$600
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	\$1,500	\$300
MOP-01	Initial Operation (One Operation)	1	Incl	N/A
CUS-LKPL	Real-Time Look up Lite (lookup by acct & by name and address)	1	\$4,000	\$720
<b>RTLFIRST Software Sub-total:</b>			<b>\$29,250</b>	<b>\$4,658</b>
<b>Supplies &amp; Accessories</b>				
OPX-S&A	Scanner supplies & accessories are included in the package	1	Incl	NA
	RTLFIRST & FIRSTView Training Manual (Qty 1 each)	1	Incl	NA
<b>RTL Services</b>				
	Planning, Implementation, Installation, Testing and Training Services		\$9,600	
	Dedicated Project Management & Coordination		Incl	N/A
	Check21 Setup Services - Remote		Incl	N/A
	Pre-Implementation Business Process Review		Incl	N/A
	RTL Pre-Onsite Installation Remote Setup Preparation-4 Days		Incl	N/A
	Onsite Software Installation and Testing - 2 Days		Incl	N/A
	Onsite End-User Hands-on Training -3 Days		Incl	N/A
	Onsite Refresher Training After Operational - 2 Days		Incl	N/A
<b>RTL Services Sub-total</b>			<b>\$9,600</b>	<b>N/A</b>
<b>Travel Expenses and Freight Charges</b>			<b>\$3,188</b>	
<b>PROJECT SUB-TOTAL</b>			<b>\$118,483</b>	<b>\$15,558</b>
<i>Initial Discount</i>			<i>-\$2,500</i>	
<b>PROJECT GRAND TOTAL</b>			<b>\$115,983</b>	<b>\$15,558</b>

Plus applicable taxes.



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO.GF-13

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROVE AND APPROPRIATE \$63,801 OF GENERAL FUND UNASSIGNED BALANCE FOR PURCHASE OF EQUIPMENT FOR THE RICHLAND COUNTY TREASURER’S OFFICE.

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

SECTION I. That the amount of sixty three thousand eight hundred one dollars (\$63,801) be appropriated specifically to the Richland County Treasurer’s Office “For Purchase of Equipment”. Therefore, the Fiscal Year 2012-2013 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2012 as amended:	\$ 150,088,731
Appropriation of General Fund unassigned fund balance	\$ <u>63,801</u>
Total General Fund Revenue as Amended:	\$ 150,152,532

EXPENDITURES

Expenditures appropriated July 1, 2012 as amended:	\$ 150,088,731
Increase to Equipment Purchase – Treasurer’s Office	\$ <u>63,801</u>
Total General Fund Expenditures as Amended:	\$ 150,152,532

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 Washington, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon **[THIRD READING] [PAGES 43-50]**

## **Notes**

First Reading: May 7, 2013  
Second Reading: May 21, 2013  
Third Reading:  
Public Hearing:

ORDINANCE

AUTHORIZING THE EAST RICHLAND COUNTY PUBLIC SERVICE COMMISSION TO INCUR NOT EXCEEDING \$10,000,000 OF GENERAL OBLIGATION INDEBTEDNESS AND THE LEVY OF AD VALOREM PROPERTY TAXES IN THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT TO PAY DEBT SERVICE THEREON.

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Richland County, South Carolina (hereinafter call the “County Council”), the governing body of Richland County, South Carolina (hereinafter called the “County”), find that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, the East Richland County Public Service Commission (the “Commission”), the governing body of the East Richland County Public Service District (the “District”), is empowered to provide wastewater collection and treatment services in that portion of the Richland County located in the District’s service area; and

WHEREAS, the Commission have determined it is necessary to replace approximately 5.5 miles of 24-inch force main which has been in service for approximately 50 years; the Commission propose to replace it with approximately 5.5 miles of 42-inch force main which will be adequate to service the District for its anticipated life of 30 years; replacing the 24-inch force main would serve to protect the environment while serving the District’s rate payers; the Commission also plan to install an additional 2.5 miles of effluent force main (collectively referred to herein as the “Project”); the Project will be a part of the District’s wastewater collection and treatment system (the “System”); and

WHEREAS, the District’s engineers estimate the cost of the Project to be \$24,500,000; and

WHEREAS, the Commission petitioned the County Council, pursuant to S.C. Code Section 6-11-830, to determine that it would be in the interest of the District to raise not exceeding \$10,000,000 to finance a portion of the costs of the Project from general obligation indebtedness to be incurred by the Commission on behalf of the District; and

WHEREAS, pursuant to S.C. Code Section 6-11-850, the County Council conducted a public hearing on May 7, 2013, on the question of the incurring of general obligation indebtedness by the Commission for the purpose of financing a portion of the costs of the acquisition and installation of the Project from general obligation indebtedness to be incurred by the Commission; and

WHEREAS, pursuant to S.C. Code Section 6-11-860, the County Council found that general obligation indebtedness in the amount of not exceeding \$10,000,000 may be issued by the Commission to finance a portion of the costs of the Project from general obligation indebtedness to

be incurred by the District and gave published notice of that action in accordance with S.C. Code Section 6-11-870; and

WHEREAS, the said general obligation indebtedness of the District is to be repaid from ad valorem property taxes to be levied and collected on all taxable property located in the District in accordance with S.C. Code Section 6-11-990: and

WHEREAS, in accordance with S.C. Code Sections 4-9-120 and 4-9-130, County Council must take legislative action authorising a tax levy by ordinance duly enacted following the conduct of a public hearing;

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

Section 1. Authorization. The County Council authorise the Commission to incur general obligation indebtedness of the District up to the principal amount of \$10,000,000 for the purpose of financing a portion of the costs of the Project from general obligation indebtedness to be incurred by the District. For the payment of the principal and interest of such indebtedness, the full faith, credit, and taxing power of the District shall be pledged, and in accordance with S.C. Code Section 6-11-990, there shall be levied annually by the Richland County Auditor and collected by the Richland County Treasurer a tax without limit on all taxable property in the District sufficient to pay the principal and interest of such indebtedness. The Chairman of the Commission shall notify the Richland County Auditor and the Richland County Treasurer of the issuance of such indebtedness by the Commission.

Section 2. Notice of Enactment of Ordinance. Upon enactment of this Ordinance, notice, substantially in the form attached hereto as Exhibit A, shall be published in The State, a newspaper of general circulation in Richland County.

Section 3. Effective Date of Ordinance. This Ordinance shall take effect and be in full force immediately upon approval following third reading by the County Council.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council

Attest:

\_\_\_\_\_  
Clerk, County Council

First Reading: May 7, 2013  
Second Reading: May 21, 2013  
Public Hearing: June 4, 2013  
Third Reading: June 4, 2013

NOTICE OF ENACTMENT OF ORDINANCE BY RICHLAND COUNTY COUNCIL  
AUTHORISING THE EAST RICHLAND COUNTY PUBLIC SERVICE  
COMMISSION TO INCUR NOT EXCEEDING \$10,000,000 GENERAL  
OBLIGATION INDEBTEDNESS AND OTHER RELATED MATTERS

Notice is hereby given that the County Council of Richland County, South Carolina has enacted an Ordinance authorising the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of general obligation indebtedness of the East Richland County Public Service District (the "District") secured by a pledge of the full faith, credit, and taxing power of the District for the purpose of financing a portion of the costs of the acquisition and installation of a new force main and an effluent force main as part of its wastewater treatment system from general obligation indebtedness to be incurred by the District.

This notice is being given pursuant to Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, which provides that the initiative and referendum provisions contained in Chapter 9, Title 4 of the Code of Laws of South Carolina 1976, as amended, should not be applicable to the aforesaid Ordinance unless a notice, signed by not less than five (5) qualified electors of the District, of the intention to seek a referendum, be filed within twenty (20) days following the publication of this notice with the Office of the Clerk of Court for Richland County, South Carolina and the Office of the Clerk of County Council of Richland County, South Carolina.

BY ORDER of the County Council of Richland County, South Carolina.

## **NOTICE OF PUBLIC HEARING**

A public hearing shall be held by the County Council of Richland County, South Carolina (the "Council") beginning at \_\_\_\_\_ p.m. on Tuesday, June 4, 2013, at the County Council Chambers, County Administration Building, 2020 Hampton Street, Columbia, South Carolina, before final action by the Council to approve an Ordinance authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of general obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon.

At the public hearing all taxpayers and residents of Richland County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance.

BY ORDER of the County Council of Richland County, South Carolina.



TO RICHLAND COUNTY COUNCIL        )  
   )  
   )        **PETITION**  
   )        **OF THE EAST RICHLAND COUNTY**  
   )        **PUBLIC SERVICE COMMISSION**

This Petition of the East Richland County Public Service Commission (the "Commission"), the governing body of the East Richland County Public Service District (the "District"), pursuant to S.C. Code Section 6-11-830 respectively shows:

1. The Commission has determined that it was necessary to replace approximately 5.5 miles of 24-inch force main which has been in service for approximately 50 years. The Commission proposes to replace it with approximately 5.5 miles of 42-inch force main which will be adequate to service the District for its anticipated life of 30 years. Replacing the 24-inch force main would serve to protect the environment while serving the District's rate payers. The District is also planning to install an additional 2.5 miles of effluent force main (collectively referred to herein as the "Project"). The Project will be a part of the District's wastewater collection and treatment system (the "System").

2. The District's engineers estimate the cost of the Project to be \$24,500,000.

3. The Commission have typically financed major construction projects with State Revolving Fund loans from the State Budget and Control Board (the "SRF") or with tax exempt bond issues. These forms of financing provide the lowest interest rates that are available to the Commission.

4. The Commission expect to enter into another SRF loan or to issue tax exempt bonds to fund the costs of the Project.

5. SRF has advised the District that it would commit to a loan of \$24,500,000 of which \$10,000,000 of the loan would be repayable from property taxes and secured by the general obligation pledge of the District. The balance of the loan, in the amount of \$14,500,000, would be secured by and be payable solely from the District's net revenues derived from the operation of the System.

6. Pursuant to the State Constitution and statutes, the District can incur general obligation indebtedness in an amount not to exceed its 8% constitutional debt limit without conducting a referendum. The assessed value of all taxable property located in the District is \$244,028,950. Accordingly, the District's current debt limit is \$19,522,316. The District currently has outstanding \$9,155,650 of general obligation indebtedness which count against its debt limit. Consequently, the District can currently incur \$10,366,666 of additional general obligation indebtedness without a referendum.

7. S.C. Code Section 6-11-820 requires that before the District may incur general obligation indebtedness, it must receive the approval of Richland County Council. Before it may give its approval, County Council must conduct a public hearing following publishing notice of

the public hearing once a week for three successive weeks, with the first publication to occur at least 16 days prior to the public hearing.

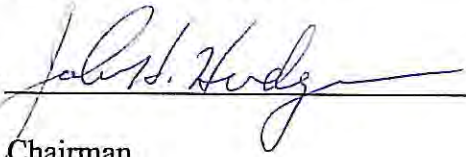
8. The Commission have determined that it is in the best interest of the citizens of Richland County who work or live within the District that the costs of the Project be financed with an SRF loan or tax exempt bonds in the amount of not exceeding \$24,500,000, of which \$14,500,000 will be a revenue obligation of the District and not exceeding \$10,000,000 will be a general obligation of the District.

9. In order to be in the position to award the construction contract for the Project, the Commission desire to petition County Council to approve the general obligation portion of the financing needed to fund the costs of the Project.

Upon the basis of the foregoing, the Commission respectfully request that Richland County Council (i) accept the filing of this Petition, (ii) schedule the public hearing required by S.C. Code Section 6-11-830, (iii) determine that it is in the interest of the District to finance a portion of the cost of the Project by the District's incurring not exceeding \$10,000,000 of general obligation indebtedness, and (iv) approving the District's incurring not exceeding \$10,000,000 of general obligation indebtedness to finance a portion of the costs of the Project.

Made this 8 day of March, 2013.

**EAST RICHLAND COUNTY PUBLIC  
SERVICE COMMISSION**

By:   
Its: Chairman

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsections (a) and (b); and Section 17-3, Sheriff's Deputies assigned as Security Officers to issue tickets; Subsection (a); so as to limit public parking to two hours and to delete the provisions for parking meters [**SECOND READING**] [**PAGES 51-54**]

## **Notes**

First Reading: May 21, 2013

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE I, REGULATIONS REGARDING COUNTY OWNED OR LEASED PROPERTY; SECTION 17-2, PARKING ON COUNTY OFFICE PROPERTY; SUBSECTIONS (A) AND (B); AND SECTION 17-3, SHERIFF'S DEPUTIES ASSIGNED AS SECURITY OFFICERS TO ISSUE TICKETS; SUBSECTION (A); SO AS TO LIMIT PUBLIC PARKING TO TWO HOURS AND TO DELETE THE PROVISIONS FOR PARKING METERS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsection (b); is hereby amended to read as follows:

(b) There are hereby established the following regulations to govern use of parking ~~meters~~ on the grounds of the county administration building-:

- (1) The county administrator shall provide parking spaces next to the county administration building for ~~one-hour-metered~~ public parking.
- (2) No person shall park a vehicle in a ~~one-hour-metered~~ public space ~~past expiration of the meter for longer than two (2) hours~~, or cause, allow, or suffer any such vehicle to be so parked.
- (3) No person shall park a vehicle on or beyond the lines denoting the limits of any parking space, or cause, allow, or suffer any such vehicle to be so parked.
- (4) No employee shall park in a ~~metered~~ public parking space on the grounds of the county administration building.
- (5) No non-disabled employee shall park a vehicle in a designated reserved employee handicapped space.
- (6) Any vehicle found violating the provisions of this subsection may be towed at the owner's expense or, alternatively, shall be fined five dollars.

SECTION II. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-3, Sheriff's Deputies Assigned as Security Officers to Issue Tickets; Subsection (a); is hereby amended to read as follows:

(a) Upon detecting any violation of any provision of this chapter, and if a parking ticket is to be issued, a security officer shall report at a minimum:

- (1) The location at which the violation occurred;
- (2) The nature of the violation;
- (3) The date of the violation;
- (4) The name of the registered owner;
- (5) The license tag number, make, model, VIN, and color of the vehicle involved;
- (6) Instructions to report to the Richland County Central Court, including trial date, time, and location;
- ~~(7) The number of the parking meter, where appropriate;~~
- (8) The amount of the fine; and
- (9) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

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 effective from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:           May 21, 2013 (tentative)  
Second Reading:  
Public Hearing:  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing a Deed to CW Hangar Partners, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A [**SECOND READING**] [**PAGES 55-56**]

## **Notes**

First Reading: May 21, 2013

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_ -13HR

AN ORDINANCE AUTHORIZING A DEED TO CW HANGAR PARTNERS, LLC, FOR APPROXIMATELY 2.29 ACRES OF LAND, CONSTITUTING A PORTION OF RICHLAND COUNTY TMS # 13702-09-01A.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to CW HANGAR PARTNERS, LLC, for certain real property known as a portion of Richland County TMS# 13702-09-01A and consisting of approximately 2.29 acres, as is more specifically described in Exhibit A, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_ , 2013.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin Washington, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Michelle Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



# Richland County Council Request of Action

**Subject**

An Ordinance Authorizing the Conversion of a Fee in Lieu of Tax Arrangement between Richland County, South Carolina and PCO Carolina Pines LP under Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, to an Arrangement under Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended; consenting to the transfer of the Fee in Lieu of Tax Arrangement to Project Packaging and extension of the term thereof upon certain conditions as provided herein; and other matters related thereto **[SECOND READING] [PAGES 57-91]**

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

AN ORDINANCE AUTHORIZING THE CONVERSION OF A FEE IN LIEU OF TAX ARRANGEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PCO CAROLINA PINES LP UNDER TITLE 4, CHAPTER 12 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO A FEE IN LIEU OF TAX ARRANGEMENT UNDER TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; CONSENTING TO THE TRANSFER OF THE FEE IN LIEU OF TAX ARRANGEMENT TO PROJECT PACKAGING AND EXTENSION OF THE TERM THEREOF UPON CERTAIN CONDITIONS AS PROVIDED HEREIN; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the “County”) entered into a fee in lieu of tax arrangement pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended (the “Title Act”), with The Lamson & Sessions Company, an Ohio Corporation, pursuant to a 1998 Inducement Agreement (the “Inducement Agreement”), an August 1, 1999 Lease Agreement (the “1999 Lease Agreement”), and an August 1, 1999 Escrow Agreement (the “Escrow Agreement”) with respect to a distribution facility in the County (the “Project”); and

WHEREAS, The Lamson & Sessions Company assigned its interests in the Inducement Agreement, the 1999 Lease Agreement, and the Escrow Agreement as they related to the real property portions of the Project to Quatro Mid-Atlantic Resources I, LLC, a Delaware limited liability company, by an assignment dated August 24, 2000, such assignment being recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1323; and

WHEREAS, Quatro Mid-Atlantic Resources I, LLC entered into a Lease Agreement with the County dated August 24, 2000 and recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1328 with respect to the real property portions of the Project (the “2000 Lease Agreement”); and

WHEREAS, the County, The Lamson & Sessions Company, and Quatro Mid-Atlantic Resources I, LLC entered into an agreement dated August 24, 2000 and recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1359, such agreement providing that the 1999 Lease Agreement as it related to the real property portions of the Project (defined therein as the “Developer Project”) was superceded and replaced in its entirety by the 2000 Lease Agreement; and

WHEREAS, Quatro Mid-Atlantic Resources I, LLC assigned the 2000 Lease Agreement to PCO Carolina Pines LP (the “Company”) pursuant to an assignment dated August 24, 2000, such assignment being recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1364; and

WHEREAS, the County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Non-Title Act”), to enter into fee in lieu of tax

arrangements with companies to induce such companies to locate in the State of South Carolina; and

WHEREAS, Section 12-44-170(B) of the Non-Title Act provides for an election by an entity, with the consent of the applicable county, to transfer its FILOT arrangement under the Title Act to a substantially similar arrangement under the Non-Title Act; and

WHEREAS, the Company elects to transfer the FILOT arrangement described in the 2000 Lease Agreement to a FILOT arrangement under the Non-Title Act (“Transfer”);

WHEREAS, to effect the Transfer, the Company desires to terminate the 2000 Lease Agreement and execute of a fee in lieu of tax agreement under the Non-Title Act (the “Fee Agreement”); and

WHEREAS, the Company has caused to be prepared and presented to the Richland County Council the form of a Fee Agreement between the Company and the County for the purpose of meeting the requirements under the Non-Title Act; and

WHEREAS, the Fee Agreement provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project for each component thereof placed in service during the Investment Period (as defined therein); and

WHEREAS, Section 12-44-120 of the Non-Title Act authorizes a transfer, with the applicable county’s consent, of an interest in a fee in lieu of tax agreement and the economic development property to which the fee in lieu of tax agreement relates at any time;

WHEREAS, Project Packaging (the “Buyer”) intends to acquire the property which is subject to the Fee Agreement and install machinery and equipment therein; and

WHEREAS, Sections 12-44-30(21) and 12-44-40(K) of the Non-Title Act permit the parties to a fee in lieu of tax agreement to extend the term of a fee in lieu of tax agreement on (i) the application of the company to the county before the expiration of the original term and (ii) the finding by the county that the extension of the term will provide a substantial public benefit;

WHEREAS, as an inducement to the Buyer to purchase such property and to add machinery and equipment, the County consents to the transfer of the Fee Agreement to the Buyer, and, because the additional investment of machinery and equipment will provide a substantial public benefit to the County, agrees to extend the term of the Fee Agreement by ten years, for a total term of 30 years, each contingent upon the acquisition of such property by the Buyer; and

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

WHEREAS, such other documents presented to the County, including, but not limited to, the Lease Termination Agreement and the Reconveyance Deed to Title to Real Estate, are in

appropriate form and are appropriate instruments to be executed, delivered, and approved by the County for the purposes intended; and

WHEREAS, the County has considered the requests by the Company and has found and determined that: approval of such requests is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, and other public benefits not otherwise adequately provided locally; approval will give rise to no pecuniary liability of the County or incorporated municipality or any charge against its general credit or taxing power; the purposes to be accomplished by the Project are proper governmental and public purposes; the benefits of the approval of the Project are greater than the costs; and the actions taken in accordance with this Ordinance will result in a substantial public benefit.

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

Section 1. To the extent necessary and required, the County, pursuant to the Non-Title Act, hereby expressly recognizes, consents to, approves, and ratifies for any and all purposes the transfer of the FILOT arrangement under the Title Act to the Non-Title Act.

Section 2. The County consents to the transfer of title to the real property subject to the 2000 Lease Agreement to the Company from the County, as requested by the Company, and to the cancellation of the 2000 Lease Agreement (to the extent said agreement is not cancelled by operation of law) and any other documents reflecting the lease arrangements if filed of record without further payment or penalty to the County under any such agreements, subject to the terms of the Lease Termination Agreement and the Fee Agreement.

Section 3. The form, terms, and provisions of the Fee Agreement, Lease Termination Agreement, and Reconveyance Deed to Title to Real Estate which are before this meeting and filed with County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as fully as if the documents were set out in this Ordinance in their entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to acknowledge, execute, and deliver the Fee Agreement, Lease Termination Agreement, and Reconveyance Deed to Title to Real Estate. The documents are to be in substantially the same form now before this meeting and hereby approved, or with such changes therein 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 documents now before this meeting. The County agrees to take such other actions as may be necessary to achieve the purposes stated herein and reasonably requested by the Company to evidence the consent, approval, and ratification of these matters described in this Ordinance.

Section 4. The conversion of the FILOT arrangement is intended to apply to the 2000 Lease Agreement and all related documents. The Chairman of County Council and the Clerk to County Council are authorized to take such future action as may be requested by the Company to effectuate the intention described herein without the requirement of any subsequent County Council action.

Section 5. The County approves the transfer of the Fee Agreement to the Buyer and, because the additional investment of machinery and equipment by the Buyer will provide a substantial public benefit to the County, agrees to extend the term of the Fee Agreement by ten years, for a total term of [ ] years, each contingent upon the acquisition of such property by the Buyer.

Section 6. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 7. The provisions of this Ordinance are hereby declared to be severable, 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, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

**RICHLAND COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA       )  
   )  
COUNTY OF RICHLAND               )

I, the undersigned, Clerk to County Council of Richland County, South Carolina (“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 \_\_\_\_\_, 2013 \_\_\_\_\_, 2013 and \_\_\_\_\_, 2013. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on \_\_\_\_\_, 2013 and notice of the public hearing was published in the \_\_\_\_\_ on \_\_\_\_\_, 2013. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk to County Council

FEE AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

and

PCO CAROLINA PINES LP

Dated \_\_\_\_\_, 2013

transferring property under an existing fee in lieu of taxes lease agreement to a fee agreement under Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended

RECAPITULATION OF CONTENTS OF  
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B)



## FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of \_\_\_\_\_, 2013, by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Richland County Council (the “County Council”) as the governing body of the County, and PCO CAROLINA PINES LP, a South Carolina limited partnership (the “Company”).

### RECITALS

WHEREAS, the County entered into a fee in lieu of tax arrangement pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended (the “Title Act”), with The Lamson & Sessions Company, an Ohio corporation, pursuant to a 1998 Inducement Agreement (the “Inducement Agreement”), an August 1, 1999 Lease Agreement (the “1999 Lease Agreement”), and an August 1, 1999 Escrow Agreement (the “Escrow Agreement”) with respect to a distribution facility in the County (the “Project,” which may be modified as described herein); and

WHEREAS, The Lamson & Sessions Company assigned its interests in the Inducement Agreement, the 1999 Lease Agreement, and the Escrow Agreement as they related to the real property portions of the Project to Quatro Mid-Atlantic Resources I, LLC, a Delaware limited liability company, by an assignment dated August 24, 2000, such assignment being recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1323; and

WHEREAS, the County and Quatro Mid-Atlantic Resources I, LLC entered into a Lease Agreement dated August 24, 2000 and recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1328 (the “2000 Lease Agreement”) to reflect the fee in lieu arrangement as between the County and Quatro Mid-Atlantic Resources I, LLC; and

WHEREAS, the County, The Lamson & Sessions Company, and Quatro Mid-Atlantic Resources I, LLC entered into an agreement dated August 24, 2000 and recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1359, such agreement providing that the 1999 Lease Agreement, as it related to the real property portions of the Project (defined therein as the “Developer Project”), was superceded and replaced in its entirety by the 2000 Lease Agreement; and

WHEREAS, Quatro Mid-Atlantic Resources I, LLC assigned the 2000 Lease Agreement to the Company pursuant to an assignment dated August 24, 2000, such assignment being recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1364; and

WHEREAS, the Company is pursuing the sale of the property comprising the Project to an entity identified by the code name of Project Packaging that is considering an investment of approximately \$10,437,500 in real property and approximately \$29,420,000 in personal property in order to establish a manufacturing facility in the County; and

WHEREAS, the County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Non-Title Act”), to enter into a fee agreement with companies to induce such companies to locate in the State of South Carolina; and

WHEREAS, Section 12-44-170(B) of the Non-Title Act provides for an election by an entity to transfer its FILOT arrangement under the Title Act to a substantially similar arrangement under the Non-Title Act; and

WHEREAS, pursuant to an Ordinance enacted by the County on \_\_\_\_\_, 2013 (the “Ordinance”), the County has consented to the transfer of the FILOT arrangement under the Title Act to a FILOT arrangement under the Non-Title Act, and the execution of a Fee Agreement and all other documents necessary to evidence the transfer; and

WHEREAS, as an inducement to Project Packaging to locate the Project in the County, the County has agreed to consent to a transfer of this Fee Agreement and a ten-year extension of the term hereof upon the sale of the property comprising the Project to Project Packaging; and

WHEREAS, the County has considered the requests by the Company and has found and determined that: approval of such requests is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, and other public benefits not otherwise adequately provided locally; approval will give rise to no pecuniary liability of the County or incorporated municipality or any charge against its general credit or taxing power; the purposes to be accomplished by the Project are proper governmental and public purposes; and the benefits of the approval of the Project are greater than the costs.

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

## ARTICLE I

### DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean the Non-Title Act.

“Act Minimum Investment Requirement” shall mean an investment of at least \$5,000,000 by the Company of property eligible as economic development property under the Title Act.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof was placed in service.

“Company” shall mean PCO Carolina Pines LP, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Richland County Council, the governing body of the County.

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

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, and office equipment, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property was placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending on December 31, 2004.

“Non-Title Act” means Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, as in effect on the date hereof and, with the consent of both parties, as the same may be amended from time to time.

“Ordinance” means the Ordinance adopted by the County on \_\_\_\_\_, 2013, which among other things, authorizes this Fee Agreement.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project were placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean the Real Property together with all the Equipment and Improvements located thereon in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service during the Investment Period.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces

any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if the parties terminate this Fee Agreement earlier in accordance with the terms hereof, the Termination Date is the date of such termination. The maximum term hereof shall not be later than December 31, 2026, provided that the Termination Date shall be extended by an additional ten years in the event that Project Packaging acquires the property comprising the Project, and in such case, the maximum term hereof shall not be later than December 31, 2036.

“Title Act” means Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, as in effect on the date of the Lease Agreement and, with the consent of both parties, as the same may be amended from time to time.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.2 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through lease or build-to-suit arrangements whereby the Company has legal rights to the use of the assets, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) The County has agreed to accept Payments in Lieu of Taxes with respect to each item of real and tangible personal property comprising the Project which the Company selects and which is eligible to be economic development property under the Act.

(c) The County makes no representations or warranties, express or implied, as to the condition of the Project, title to any of the assets comprising the Project, or the suitability of the Project for the Company's intended uses.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement and carry out its obligations hereunder, and has duly authorized the execution and delivery of this Fee Agreement. The Company has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project as a manufacturing facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company's investment in Economic Development Property of the Project exceeded the Act Minimum Investment Requirement.

Section 2.3 Reconveyance Documents. The County agrees to reconvey the Real Property and Improvements to the Company by the Reconveyance Deed, and upon delivery to the Company of the Reconveyance Deed, the 2000 Lease Agreement shall terminate. The County and the Company further agree to execute and deliver such additional documents as may be necessary to accomplish the reconveyance and to terminate the Lease Agreement and other documents executed in connection with the FILOT transaction under the Non-Title Act. The Company shall be responsible for all costs and expenses associated with such reconveyance.

Section 2.4 Limitation of Liability. Any obligation which the County may incur for the payment of money as a result of the transactions described in the Ordinance, the Lease Agreement, the Reconveyance Deed, or this Fee Agreement shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under such documents.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Project originally consisted of a distribution facility in the County. The Company is pursuing the sale of the property comprising the Project to an

entity identified by the code name of Project Packaging that is considering an investment of approximately \$10,437,500 in real property and approximately \$29,420,000 in personal property in order to establish a manufacturing facility in the County. Currently, it is anticipated that the Project as modified will be a manufacturing facility, with the County and Project Packaging entering into a new FILOT arrangement governing the personal property components of the Project.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. If the investment in Economic Development Property falls below the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Project Completion. The Company caused the completion of the Project prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement to be filed with the County Auditor and the County Assessor of the County and, when the Project is placed in a joint county industrial and business park, any partner county, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

## ARTICLE IV

### PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is (as the owner and/or lessee of the Economic Development Property) required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service during the Investment Period, as follows: the Company shall make payments in lieu of *ad valorem* taxes applicable during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty

assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter (or 29 years thereafter if the Termination Date is extended as provided herein).
- Step 3: Use a fixed millage rate equal to \_\_\_\_\_ mills during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes which would be due during the Exemption Period on the payment dates prescribed by the County for such payments or such longer period of years that the annual FILOT payment is permitted to be made by the Company under the Act, as amended. **[COUNTY: MILLAGE RATE IS NOT LISTED IN DOCUMENTATION. PLEASE PROVIDE.]**

The Company and the County hereby agree that the Company may elect to have the real property portions of the Project valued at fair market value determined by appraisal in accordance with Section 12-44-50(A)(1)(c)(i) of the Act.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits intended to be derived herefrom. If the Economic



Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Upon such determination, the Company shall also pay to the County an amount equal to the difference between the aggregate Payments in Lieu of Taxes received by the County prior to the date the Economic Development Property became ineligible for FILOT benefits and the *ad valorem* taxes which actually applied; provided that any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) In the event of a dispute between the parties as to the amount of any Payment in Lieu of Taxes, such dispute shall be adjudicated in the same manner and shall be subject to the same rights of appeal, as *ad valorem* taxes.

Section 4.2 Reserved.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

- (ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the remaining Economic Development Property or that Phase of the Economic Development Property shall be recalculated as provided in Section 4.1(a) hereof to take into account such Diminution in Value; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the FILOT benefits provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other

property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, as substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

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

#### Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of all or substantially all of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property to the fullest extent allowed by law; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Access to Project. The County shall have access to the Project, and the books and records of the Company with respect thereto, for purposes of determining compliance by the Company with this Fee Agreement, valuing the assets comprising the Project, and verifying the accuracy of the Payments in Lieu of Taxes. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company

acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall, in connection with the administration or implementation of this Fee Agreement, (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information in connection with the transactions implemented by this Fee Agreement, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company pursuant to this Fee Agreement to any third party, the County agrees to use its best efforts to provide the Company with advance notice of such requirement before making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold, unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act. Unless and until released pursuant to a written instrument executed and delivered by the County, the Company shall remain primarily liable hereunder.

Section 4.11 No Double Payment; Future Changes in Litigation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, the Company shall never be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as Economic Development Property under Sections 4.4, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

## ARTICLE V

### DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period, not to exceed one year, during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

### Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement; or

(2) terminate the Fee Agreement.

Section 5.3 Delays, No Waiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company further agrees to pay reasonable legal fees and expenses and other expenses of the County.

Section 5.5 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE COMPANY:**

PCO Carolina Pines LP  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITH A COPY TO:**

Haynsworth Sinkler Boyd, P.A.  
Attn: Gary W. Morris  
P.O. Box 11889  
Columbia, SC 29211  
Fax: 803-765-1243

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: County Administrator  
P.O. Box 192  
Columbia, SC 29202

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina, without regard to any conflict of law principles that would refer the governance of this Fee Agreement to the laws of another jurisdiction.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company, at the Company's expense, such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining

provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits intended to be derived herefrom, it being the intention of the County to offer the Company an inducement, within the provisions of the Act, to locate the Project in the County.

Section 6.9 Force Majeure. Neither the County nor the Company shall be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the reasonable control of the County or the Company, as the case may be.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate with respect to the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



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

**RICHLAND COUNTY,  
SOUTH CAROLINA**

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

Name: \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

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

Name: \_\_\_\_\_

Title \_\_\_\_\_

**PCO CAROLINA PINES LP**

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

Name: \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

All that certain piece, parcel, tract of land, with all improvements thereon, containing 23.617 acres, being located in Richland County, South Carolina, on the eastern side of Carolina Pines Road and shown as Parcel A on a Boundary and Topographic Survey for Panattoni Development Company prepared by Survey and Mapping Services of South Carolina, Inc., dated June 17, 1998, last revised July 15, 1998, recorded June 23, 2000 in Book 420, page 1258, Richland County ROD Office: being most recently shown on an ALTA/ACSM Land Title Survey for PCO Carolina Pines LP prepared by Survey and Mapping Services of South Carolina, Inc., dated June 15, 2000, recorded July 7, 2000, in Book 424, page 1375, Richland County ROD Office and, according to said latter plat, having the following metes and bounds, to-wit:

From the intersection with Jenkins Brothers Road, go southeasterly on Carolina Pines Road for approximately 0.8 mile to a 5/8" rebar on the eastern right of way of Carolina Pines Road, said iron being the point of beginning; thence N 73°15'28" E for 353.08' along the lands of Industrial Land Group to a 5/8" rebar, thence N 23°37'43" W for 151.09' along the property now or formerly of Industrial Land Group to a 5/8" rebar; thence N 73°15'28" E for 1,004.42' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 16°44'32" E for 844.95' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 73°15'28" W for a total distance 1,198.65' along the property now or formerly of H.G. Moore, Sr. to a 5/8" rebar on the eastern right of way of Carolina Pines Road; thence along the eastern right of way of Carolina Pines Road, along the chord of a curve N 27°24'14" W for 365.83' to a PK Nail on the eastern right of way of Carolina Pines Road; thence N 29°01'43" W for 343.30' along the right of way to the point of beginning, be all measurements a little more or less. The above-referenced plat is hereby incorporated by reference for a more complete description of the premises.

DERIVATION: This being the same property heretofore conveyed to Richland County, South Carolina, by deed of Quatro Mid-Atlantic Resources I, LLC dated December 29, 1999, and recorded in the Richland County ROD office on December 30, 1999 in Book 372, page 1864; and leased to Quatro Mid-Atlantic Resources I, LLC pursuant to that certain Lease Agreement between Richland County, South Carolina and Quatro Mid-Atlantic Resources I, LLC dated August 24, 2000, recorded in the Richland County ROD office on August 29, 2000 in Book 438, page 1328.

TMS# 17600-01-17

**STATE OF SOUTH CAROLINA )**  
**)**  
**COUNTY OF RICHLAND )**                         **RECONVEYANCE DEED**  
**)**                         **TO TITLE TO REAL ESTATE**

THIS DEED, effective as of the \_\_\_ day of \_\_\_\_\_, 2013, by RICHLAND COUNTY, SOUTH CAROLINA, a body corporate and politic and a political subdivision of the State of South Carolina (hereafter referred to as “Grantor”) to PCO CAROLINA PINES LP, a South Carolina limited partnership (hereafter referred to as “Grantee”), whose mailing address is \_\_\_\_\_.

**WITNESSETH:**

IN CONSIDERATION of the sum of One and No/100 Dollar (\$1.00), the receipt and sufficiency of which is acknowledged by Grantor, and after the holding of a duly advertised public hearing and the adoption of Ordinance # \_\_\_\_\_ approving this transfer, Grantor hereby grants, bargains, sells, releases, and forever quit-claims unto Grantee, its successors and assigns, the following property:

All that certain piece, parcel, tract of land, with all improvements thereon, containing 23.617 acres, being located in Richland County, South Carolina, on the eastern side of Carolina Pines Road and shown as Parcel A on a Boundary and Topographic Survey for Panattoni Development Company prepared by Survey and Mapping Services of South Carolina, Inc., dated June 17, 1998, last revised July 15, 1998, recorded June 23, 2000 in Book 420, page 1258, Richland County ROD Office: being most recently shown on an ALTA/ACSM Land Title Survey for PCO Carolina Pines LP prepared by Survey and Mapping Services of South Carolina, Inc., dated June 15, 2000, recorded July 7, 2000, in Book 424, page 1375, Richland County ROD Office and, according to said latter plat, having the following metes and bounds, to-wit:

From the intersection with Jenkins Brothers Road, go southeasterly on Carolina Pines Road for approximately 0.8 mile to a 5/8" rebar on the eastern right of way of Carolina Pines Road, said iron being the point of beginning; thence N 73°15'28" E for 353.08' along the lands of Industrial Land Group to a 5/8" rebar, thence N 23°37'43" W for 151.09' along the property now or formerly of Industrial Land Group to a 5/8" rebar; thence N 73°15'28" E for 1,004.42' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 16°44'32" E for 844.95' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 73°15'28" W for a total distance 1,198.65' along the property now or formerly of H.G. Moore, Sr. to a 5/8" rebar on the eastern right of way of Carolina Pines Road; thence along the eastern right of way of Carolina Pines Road, along the chord of a curve N 27°24'14" W for 365.83' to a PK Nail on the eastern right of way of Carolina Pines Road; thence N 29°01'43" W for 343.30' along the right of way to the point of beginning, be all measurements a little more or less. The above-referenced plat is hereby incorporated by reference for a more complete description of the premises.

DERIVATION: This being the same property heretofore conveyed to Richland County, South Carolina, by deed of Quatro Mid-Atlantic Resources I, LLC dated December 29, 1999, and recorded in the Richland County ROD office on December 30, 1999 in Book 372, page 1864; and leased to Quatro Mid-Atlantic Resources I, LLC pursuant to that certain Lease Agreement between Richland County, South Carolina and Quatro Mid-Atlantic Resources I, LLC dated August 24, 2000, recorded in the Richland County ROD office on August 29, 2000 in Book 438, page 1328.

TMS# 17600-01-17

TOGETHER with all and singular rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Reconveyance Deed to Title to Real Estate to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

RICHLAND COUNTY,  
SOUTH CAROLINA

\_\_\_\_\_  
Witness

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

(SEAL)

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND         )

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that \_\_\_\_\_, the authorized \_\_\_\_\_, of the County of Richland and \_\_\_\_\_ the \_\_\_\_\_, of the County of Richland attesting thereto, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_(L.S.)  
Notary Public, State of South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by RICHLAND COUNTY, SOUTH CAROLINA to PCO CAROLINA PINES LP on \_\_\_\_\_, 2013.
3. Check on of the following: The DEED is
  - (a)\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) X EXEMPT from the deed recording fee because consideration is less than \$100. \*
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a)\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$
  - (b)\_\_\_ The fee is computed on the fair market value of the realty which is \$
  - (c)\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.
5. Check YES\_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$\_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:
  - (a) \_\_\_\_\_ the amount listed in item 4 above.
  - (b) \_\_\_\_\_ the amount listed in item 5 above (if no amount, place zero).
  - (c) \$ 0 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Purchaser.
8. Check if Property other than Real Property is being transferred on this Deed.
  - (a) \_\_\_\_\_ Mobile Home
  - (b) \_\_\_\_\_ Other
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

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

Sworn to before me this \_\_\_  
day of \_\_\_\_\_, 2013

\_\_\_\_\_  
A Responsible Person Connected to Transaction

\_\_\_\_\_  
Notary Public for SC  
My Commission Expires:

\* The real property is being transferred by the County to the Company pursuant to a transfer of a FILOT arrangement under Title 4, Chapter 12 of the S.C. Code ("Title Act") to Title 12, Chapter 44 of the SC Code ("Non-Title Act"). The substantive terms and provisions of the FILOT arrangement under the Non-Title Act are the same as the FILOT arrangement under the Title Act; therefore only \$1 of consideration is given for the conveyance.

**STATE OF SOUTH CAROLINA )**  
**)                                      )      **TERMINATION OF LEASE AGREEMENT****  
**COUNTY OF RICHLAND         )**

THIS TERMINATION OF LEASE AGREEMENT (the "Agreement") effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and PCO CAROLINA PINES LP, a South Carolina limited partnership (the "Company").

**RECITALS:**

WHEREAS, the County and The Lamson & Sessions Company entered into a Lease Agreement dated August 1, 1999 (the "1999 Lease Agreement") and other documents pursuant to which the certain real property and improvements thereto and certain machinery and equipment, fixtures, and other personal property installed thereon (collectively the "Project") were conveyed to the County pursuant to a FILOT arrangement ("FILOT Transaction") under Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended (the "Title Act"); and

WHEREAS, the 1999 Lease Agreement was summarized in a Memorandum of Lease and Option to Purchase dated August 1, 1999 and recorded in the office of the Richland County Register of Deeds in Record Book 372, page 1870; and

WHEREAS, The Lamson & Sessions Company assigned its interests in the 1999 Lease Agreement as they related to the real property portions of the Project to Quatro Mid-Atlantic Resources I, LLC, a Delaware limited liability company, by an assignment dated August 24, 2000, such assignment being recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1323; and

WHEREAS, the County and Quatro Mid-Atlantic Resources I, LLC entered into a Lease Agreement dated August 24, 2000 and recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1328 (the "2000 Lease Agreement") to reflect the fee in lieu arrangement as between the County and Quatro Mid-Atlantic Resources I, LLC; and

WHEREAS, the County, The Lamson & Sessions Company, and Quatro Mid-Atlantic Resources I, LLC entered into an agreement dated August 24, 2000 and recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1359, such agreement providing that the 1999 Lease Agreement as it related to the real property portions of the Project (defined therein as the "Developer Project") was superceded and replaced in its entirety by the 2000 Lease Agreement; and

WHEREAS, Quatro Mid-Atlantic Resources I, LLC assigned its interests in the 1999 Lease Agreement and the 2000 Lease Agreement to the Company pursuant to an assignment dated August 24, 2000, such assignment being recorded in the office of the Richland County Register of Deeds in Record Book 438, page 1364; and

WHEREAS, the County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Non-Title Act"), to enter into a Fee Agreement with companies to induce such companies to locate in the State of South Carolina; and

WHEREAS, Section 12-44-170(B) of the Non-Title Act provides for an election by an entity to transfer its prior FILOT Transaction under the Title Act to a substantially similar arrangement under the Non-Title Act; and

WHEREAS, pursuant to an Ordinance enacted by the County on \_\_\_\_\_, 2013 the County consented to the transfer of the FILOT Transaction under the Title Act to a FILOT Transaction under the Non-Title Act and to the execution of a Fee Agreement between the County and the Company and all other documents necessary to evidence the transfer; and

WHEREAS, contemporaneously herewith, the County is conveying the real property under the FILOT Transaction to the Company pursuant to a Reconveyance Deed to Title to Real Estate of even date herewith; and

WHEREAS, the parties now desire to terminate the 2000 Lease Agreement and all related documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. The 2000 Lease Agreement is hereby terminated. To the extent necessary or as the parties are authorized to do so, the 1999 Lease Agreement is hereby terminated. The Company shall record this Termination of Lease Agreement in the office of the Richland County Register of Deeds.

2. Each party hereto, on behalf of itself and each of its successors, assigns, heirs, beneficiaries and agents (the "Releasing Parties"), releases and forever discharges the other party and its successors, heirs, beneficiaries, affiliates, officers, shareholders, directors, employees, agents, successors, and assigns (the "Released Parties") from any and all claims, demands, proceedings, causes of action, court and administrative orders, obligations, contracts, agreements, debts, and liabilities, both at law and in equity, which any of the Releasing Parties now has, has ever had, or may hereafter have against the Released Parties on account of or arising out of any matter, cause, or event occurring in connection with the 2000 Lease Agreement.

3. This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and replaces all prior written and oral agreements by and among the parties with respect to the subject matter of this Agreement.



4. This Agreement may be amended only in writing if signed by all parties hereto and may be executed in counterparts and transmitted by facsimile, a copy of which will constitute an original and all of which together will constitute one and the same Agreement.

5. This Agreement shall be governed by the laws of the State of South Carolina, without regard to any conflict of law principles that would refer the governance of this Agreement to the laws of another jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first written above.

WITNESSES:

PCO CAROLINA PINES LP

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

ATTEST:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF \_\_\_\_\_        )

I, \_\_\_\_\_, Notary Public for the State of \_\_\_\_\_, do hereby  
certify that PCO CAROLINA PINES LP, by \_\_\_\_\_, its  
\_\_\_\_\_, personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_(L.S.)  
Notary Public, State of South Carolina

My Commission Expires: \_\_\_\_\_

NOTARIAL SEAL

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify that RICHLAND COUNTY, SOUTH CAROLINA, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_(L.S.)  
Notary Public, State of South Carolina

My Commission Expires: \_\_\_\_\_

NOTARIAL SEAL

# Richland County Council Request of Action

## **Subject**

13-12MA  
Wayne Huggins  
RU to OI (1.79 Acres)  
9711 Garners Ferry Road  
24700-11-07 [**SECOND READING**] [**PAGES 92-93**]

## **Notes**

First Reading: May 28, 2013  
Second Reading:  
Third Reading:  
Public Hearing: May 28, 2013

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-13HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 24700-11-07 FROM RU (RURAL DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 24700-11-07 from RU (Rural District) zoning to OI (Office and Institutional District) zoning.

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

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

Section IV. This ordinance shall be effective from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

Public Hearing: May 28, 2013  
First Reading: May 28, 2013  
Second Reading: June 4, 2013 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

13-14MA  
Boyce Haigler  
HI to GC (1.03 Acres)  
1051 Market St.  
11206-04-05 [**SECOND READING**] [**PAGES 94-95**]

## **Notes**

First Reading: May 28, 2013  
Second Reading:  
Third Reading:  
Public Hearing: May 28, 2013

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-13HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 11206-04-05 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 11206-04-05 from HI (Heavy Industrial District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

Public Hearing: May 28, 2013  
First Reading: May 28, 2013  
Second Reading: June 4, 2013 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

13-15MA  
Gary Morris  
M-1 to HI (33.5 Acres)  
1091 Carolina Pines Dr.  
17600-01-17 &24 **[SECOND READING] [PAGES 96-97]**

## **Notes**

First Reading: May 28, 2013  
Second Reading:  
Third Reading:  
Public Hearing: May 28, 2013



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-13HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 17600-01-17 AND TMS # 17600-01-24 FROM M-1 (LIGHT INDUSTRIAL 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 properties described as TMS # 17600-01-17 and TMS # 17600-01-24 from M-1 (Light Industrial District) zoning to HI (Heavy Industrial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Michelle M. Onley  
Clerk of Council

Public Hearing: May 28, 2013  
First Reading: May 28, 2013  
Second Reading: June 4, 2013 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

13-16MA  
Ryan Slattery  
Killian's Crossing  
PDD to PDD Amendment (398.66 Acres)  
17400-02-04, 12, 14 & 16 [**SECOND READING**] [**PAGES 98-100**]

## **Notes**

First Reading: May 28, 2013  
Second Reading:  
Third Reading:  
Public Hearing: May 28, 2013

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-13HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PDD (PLANNED DEVELOPMENT DISTRICT) ZONING DISTRICT FOR THE REAL PROPERTIES DESCRIBED AS TMS # 17400-02-04/12/14/16; 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 land uses within the PDD (Planned Development District) zoning district for TMS # 17400-02-04/12/14/16, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall transmit a phasing plan to the Planning and Development Services Department prior to submitting any construction plans.
- b) A traffic impact assessment shall be submitted at the time of major subdivision or major land development submission.
- c) All development shall conform to all current land development regulations.
- d) All development shall adhere to landscape, parking and pedestrian regulations, to wit: Sections 26-173, 26-176, and 26-179 of the Richland County Land Development Code for minimum standards. Richland County encourages this development to exceed these minimum standards.
- e) Proposed changes to the approved Master Plan are termed major changes and shall be subject to the requirements of Section 26-59 (j) (1) of the Richland County Land Development Code.
- f) The applicant shall dedicate to Richland County right-of-way along Clemson, Killian, and Farrow Roads within the project boundaries in order to address traffic recommendations. This dedication would be required to be submitted prior to recording any bonded plats or land development approval for the project.
- g) All internal streets shall be privately owned.
- h) Access to the subject site shall conform to proposed design unless public safety issues are present at the time of site specific development review.
- i) Transit facilities shall be provided for all neighborhoods within the PDD dedicated for public and school access.
- j) The developer shall consider developing a plan for dedicating land for a school site for an “on site elementary school”, possibly a satellite facility of Midlands Technical College.
- k) The developer shall consider including a plan for a public safety, postal, and/or civic use.

- l) The land uses of the subject parcels is limited to the amount and location depicted in the general development plan entitled “Vision and Design Guideline”, submitted on April 2, 2013.
- m) The Planning and Development Services Department shall receive the written U.S. Army Corps of Engineers’ approval of the wetlands delineation and/or encroachment permit prior to approval of the preliminary subdivision plans.
- n) The Planning and Development Services Department shall receive the written FEMA approval of the 100 year flood elevation statement prior to approval of the preliminary subdivision plans.
- o) The applicant shall consider utilizing “Low Impact Design (LID)” or other acceptable stormwater management technologies.
- p) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest.
- q) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest.

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 effective from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

Public Hearing: May 28, 2013  
 First Reading: May 28, 2013  
 Second Reading: June 4, 2013 (tentative)  
 Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements listed by Zoning District; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; so as to remove certain permitted uses from the Office and Institutional Zoning District **[SECOND READING] [PAGES 101-109]**

## **Notes**

First Reading: May 28, 2013

Second Reading:

Third Reading:

Public Hearing: May 28, 2013

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; SUBSECTION (F), TABLE OF PERMITTED USES, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SUBSECTION (B), PERMITTED USES WITH SPECIAL REQUIREMENTS LISTED BY ZONING DISTRICT; PARAGRAPH (30), DWELLINGS, SINGLE FAMILY, ZERO LOT LINE, COMMON AND PARALLEL; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SUBSECTION (C), STANDARDS; PARAGRAPH (30), DWELLINGS, SINGLE FAMILY, ZERO LOT LINE, COMMON AND PARALLEL; SO AS TO REMOVE CERTAIN PERMITTED USES FROM THE OFFICE AND INSTITUTIONAL ZONING DISTRICT.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts And District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Residential Uses” and “Retail Trade and Food Services of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<b>Residential Uses</b>																	
Accessory Dwellings		SR	SR	SR	SR	SR	SR		P	P					SR		
Common Area Recreation and Service Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P			
Continued Care Retirement Communities		SE	SE						SR	SR	SR		SR	SR			
Dormitories										P	SE			SE			
Dwellings, Conventional or Modular																	
Multi-Family, Not Otherwise Listed									P	P	P			P			
Single-Family, Detached		P	P	P	P	P	P	P	P	P							
Single-Family, Zero Lot Line, Common						SE	SE		SR	SR	<del>SR</del>			SR			
Single-Family, Zero Lot Line, Parallel				SR	SR	SR	SR		SR	SR	<del>SR</del>						
Two-Family									P	P							
Dwellings, Manufactured Homes on Individual Lots		SR	SR	SR				SR							SE		
Fraternity and Sorority Houses									P	P	P			P			
Group Homes (9 or Less)		SR	SR	SR	SR	SR	SR	SR	SR	SR							
Group Homes (10 to 15)		SR								SE	SE	SE	SE	SE			
Manufactured Home Parks								SR									
Rooming and Boarding Houses										SE	SE	SE	SE	P			
Special Congregate Facilities											SE			SE			

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<b>Retail Trade and Food Services</b>																	
Antique Stores (See Also Used Merchandise Shops and Pawn Shops)											P	P	P	P	P		
Appliance Stores														P	P		
Art Dealers											P	P	P	P	P		
Arts and Crafts Supply Stores												P	P	P	P		
Auction Houses													P	P	P	P	
Automotive Parts and Accessories Stores													P	P	P	P	
Bakeries, Retail												P	P	P	P	P	
Bars and Other Drinking Places											SE	SE	SR	SR	SR	SR	
Bicycle Sales and Repair												P	P	P	P	P	
Boat and RV Dealers, New and Used														P	P		
Book, Periodical, and Music Stores											P	P	P	P	P		
Building Supply Sales with Outside Storage													P	P	P	P	P
Building Supply Sales without Outside Storage													P	P	P	P	P
Camera and Photographic Sales and Service												P	P	P	P		
Candle Shops												P	P	P	P		
Candy Stores (Confectionery, Nuts, Etc.)												P	P	P	P		
Caterers, No On Site Consumption											P	P	P	P	P	P	
Clothing, Shoe, and Accessories Stores												P	P	P	P		
Coin, Stamp, or Similar Collectibles Shops												P	P	P	P		
Computer and Software Stores												P	P	P	P		
Convenience Stores (with Gasoline Pumps)											P	P	P	P	P	P	P
Convenience Stores (without Gasoline Pumps)											P	P	P	P	P	P	P



USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Cosmetics, Beauty Supplies, and Perfume Stores												P	P	P	P		
Department, Variety or General Merchandise Stores												P	P	P	P		
Direct Selling Establishments, Not Otherwise Listed														P	P	P	
Drugstores, Pharmacies, with Drive-Thru											P		P	P	P	P	
Drugstores, Pharmacies, without Drive-Thru											P	P	P	P	P	P	
Electronic Shopping and Mail Order Houses														P	P	P	P
Fabric and Piece Goods Stores												P	P	P	P		
Flea Markets, Indoor													P	P	P	P	
Flea Markets, Outdoor													P	P	P	P	
Floor Covering Stores													P	P	P		
Florists												P	P	P	P		
Food Service Contractors												P	P	P	P		
Food Stores, Specialty, Not Otherwise Listed												P	P	P	P		
Formal Wear and Costume Rental												P	P	P	P		
Fruit and Vegetable Markets												P	P	P	P	P	
Fuel Sales (Non- Automotive)															SR		SR
Furniture and Home Furnishings													P	P	P		
Garden Centers, Farm Supplies, or Retail Nurseries												P	P	P	P		
Gift, Novelty, Souvenir, or Card Shops												P	P	P	P		
Grocery/Food Stores (Not Including Convenience Stores)												P	P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Hardware Stores												P	P	P	P		
Health and Personal Care Stores, Not Otherwise Listed												P	P	P	P		
Hobby, Toy, and Game Stores												P	P	P	P		
Home Centers														P	P		
Home Furnishing Stores, Not Otherwise Listed												P	P	P	P		
Jewelry, Luggage, and Leather Goods (May Include Repair)												P	P	P	P		
Liquor Stores												P	P	P	P		
Manufactured Home Sales														SR	SR		
Meat Markets												P	P	P	P		
Miscellaneous Retail Sales – Where Not Listed Elsewhere, and Where All Sales and Services are Conducted within an Enclosed Building												P	P	P	P		
Motor Vehicle Sales – Car and Truck – New and Used													P	P	P		
Motorcycle Dealers, New and Used													P	P	P		
Musical Instrument and Supplies Stores (May Include Instrument Repair)												P	P	P	P		
News Dealers and Newsstands												P	P	P	P		
Office Supplies and Stationery Stores											P	P	P	P	P		
Optical Goods Stores											P	P	P	P	P		
Outdoor Power Equipment Stores													P	P	P		
Paint, Wallpaper, and Window Treatment Sales												P	P	P	P		
Pawnshops														P	P		
Pet and Pet Supplies Stores												P	P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Record, Video Tape, and Disc Stores												P	P	P	P		
Restaurants, Cafeterias											P	P	P	P	P	P	
Restaurants, Full Service (Dine-In Only)											P	P	P	P	P	P	
Restaurants, Limited Service (Delivery, Carry Out)											P	P	P	P	P	P	
Restaurants, Limited Service (Drive-Thru)													P	P	P	P	
Restaurants, Snack and Nonalcoholic Beverage Stores											P	P	P	P	P	P	
Service Stations, Gasoline													P	P	P	P	
Sporting Goods Stores												P	P	P	P		
Television, Radio or Electronic Sales													P	P	P		
Tire Sales													P	P	P		
Tobacco Stores												P	P	P	P		
Truck Stops														P	P	P	P
Used Merchandise Stores												P	P	P	P		
Video Tape and Disc Rental												P	P	P	P		
Warehouse Clubs and Superstores														P	P		

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; is hereby amended to read as follows:

- (30) Dwellings, Single Family, Zero Lot Line, Common and Parallel - (Common: RM-MD, RM-HD, ~~OI~~; GC, ~~M-1~~; Parallel: RS-E, RS-LD, RS-MD, RS-HD, RM-MD, RM-HD, ~~OI~~, ~~M-1~~)

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; Subparagraph a.; is hereby amended to read as follows:

- a. Use Districts: Common: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; ~~Office and Institutional~~; General Commercial.

Use Districts: Parallel: Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; ~~Office and Institutional~~.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2013

---

Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 28, 2013  
Public Hearing: May 28, 2013  
Second Reading: June 4, 2013 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-52, Amendments; Subsection (b), Initiation of Proposals; Paragraph (2), Zoning Map Amendments; Subparagraph b, Minimum Area of Zoning Map Amendment Application; so as to allow LI (Light Industrial) District Zoning contiguous to an existing Industrial District for a parcel with less than two (2) acres  
**[SECOND READING] [PAGES 110-112]**

## **Notes**

First Reading: May 28, 2013  
Second Reading:  
Third Reading:  
Public Hearing: May 28, 2013

# DRAFT

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-52, AMENDMENTS; SUBSECTION (B), INITIATION OF PROPOSALS; PARAGRAPH (2), ZONING MAP AMENDMENTS; SUBPARAGRAPH B, MINIMUM AREA FOR ZONING MAP AMENDMENT APPLICATION; SO AS TO ALLOW LI (LIGHT INDUSTRIAL) DISTRICT ZONING CONTIGUOUS TO AN EXISTING INDUSTRIAL DISTRICT FOR A PARCEL WITH LESS THAN TWO (2) ACRES.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-52, Amendments; Subsection (b), Initiation of Proposals; Paragraph (2), Zoning Map Amendments; Subparagraph b., Minimum Area For Zoning Map Amendment Application; is hereby amended to read as follows:

- b. *Minimum area for zoning map amendment application.* No request for a change in zoning classification shall be considered that involves an area of less than two (2) acres, except changes that involve one of the following:
  1. An extension of the same existing zoning district boundary.
  2. An addition or extension of RM-MD zoning contiguous to an existing RM-HD or RS-HD zoning district.
  3. An addition of OI zoning contiguous to an existing commercial or residential zoning district.
  4. An addition of NC zoning contiguous to an existing commercial or residential zoning district.
  5. An addition of GC zoning contiguous to an existing industrial zoning district.
  6. An addition of LI zoning contiguous to an existing industrial zoning district.
  - ~~67.~~ A zoning change where property is contiguous to a compatible zoning district lying within another county or jurisdiction.
  - ~~78.~~ A zoning change for a nonconforming use created by this chapter that is contiguous to compatible land uses.

# DRAFT

89. A zoning change for a parcel located within an adopted neighborhood master plan area and which has a compatible adopted neighborhood zoning district.

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

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

SECTION IV. This ordinance shall be effective from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
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: May 28, 2013  
First Reading: May 28, 2013  
Second Reading: June 4, 2013 (tentative)  
Third Reading:



# Richland County Council Request of Action

## **Subject**

Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction [**PAGES 113-126**]

## **Notes**

April 23, 2013 - The Committee unanimously approved the recommendation that Council approve the request to proceed with negotiations for the purchase of the property based on the upcoming appraisal. If the negotiated purchase is not achieved, Council may then consider alternative acquisition options.

## Richland County Council Request of Action

**Subject:** Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction

### **A. Purpose**

County Council is requested to approve the use of eminent domain, if needed, to acquire a stairwell and a commercial accessory building for the construction completion of Phase I of the Monticello Road Streetscape Project. We are seeking this step *if* the appraised fair market value negotiations are not accepted by the property owner. Communications have taken place with Councilmen Livingston and Rush on this matter.

The property is located at 5229 Ridgeway Street, Tax Map # RO9309-03-09, which is zoned General Commercial as per the Assessor's Data View (see Appendix I). However there is a 1,582 square foot vacant single family home on the property as well. The residential unit faces Ridgeway Street which is zoned Medium Density Residential. Zoning Administrator, Geo Price, refers to this property as split-zone.

A set of stairs exists between Monticello Road and the commercial accessory building. The stairs occupy 5 feet of SC Department of Transportation right of way leaving 18 inches between the bottom of the stairs and the roadway's curb. The streetscape plans include construction of a 6-foot high modular block retaining wall at the property line to create a permanent easement that will allow public access along Monticello Road.

The permitted plans also include a provision to reconstruct the concrete steps during the installation of the proposed retainer wall. Reconstruction will require that the stairs extend back into the private property. Only the stairwell and the commercial accessory building are required to complete this project. Please note that even if eminent domain is exercised, the current fair market value (FMV) still will be provided to the owner.

### **B. Background / Discussion**

- In 2013, Cherokee Construction was approved to construct the Monticello Road Streetscape project. Phase I of the project is estimated to cost \$315,815.20 (Appendix II). The project began February 15, 2013 and was scheduled to be completed in 120 days. A contract extension will be required as a result of the delay in the construction of the retainer wall. At this time, the delay is not expected to increase the costs of the project.
  
- On March 14, 2013 Community Development staff spoke with the owner and explained that a meeting would be scheduled where an official offer will be made. Community Development must first procure the services of an appraiser to assess the total property listing the itemization of the commercial accessory building and the stairs separately before an offer is made. Community Development is prepared to acquire the commercial accessory building and the stairwell using Community Development Block Grant (CDBG) funds. Once acquired, the stairwell will be removed and the building will be demolished. The owner will be left with the property and the single family house.

- A letter dated March 11, 2013, was sent from County Administration notifying the owner that the County would like to purchase the property and if the property is selected for acquisition under the Uniform Relocation Act, that the owner will receive fair market value.
- Phase I of the Monticello Road Streetscape project includes the installation of the 1,818 square foot modular block retainer wall; 29 decorative street lights; construction of a pocket park; construction of a bus stop shelter; ADA improvements and decorative concrete stamping on the sidewalks and cross walks.
- During initial construction, Cherokee became concerned about the stability and structural soundness of the commercial accessory building located near the mid-point of the proposed 6-foot retaining wall located on the east side of Monticello Road. The structure is within approximately 3 feet of the right-of-way boundary where excavation is required to install the new retaining wall. Cherokee is concerned that excavation and vibratory compaction needed to install the new retaining wall will undermine the soils beneath the building, resulting in failure of the western wall.
- Commercial accessory building wall is 6-8 feet above the construction area of the proposed 6-foot retaining wall. Cherokee received service quotes from several foundation repair specialists and they range from \$20,000 to \$35,000.
- The owner of the property has not agreed to a construction easement for any foundation improvements despite efforts made by the Project Manager to explain the concerns. A request was made to the owner to allow a temporary easement by March 10, 2013. The owner filed a formal complaint on February 26, 2013 with the County Ombudsman and the Sheriff's Department against Community Development and Cherokee for trespassing.

Note: Appendix III for additional information.

### **C. Legislative / Chronological History**

- November 13, 2012 County Council approved a Cherokee Contract for \$315,815.20 and lighting rate increase (See Appendix II).
- On March 6, 2012 County Council approved the acquisition of another property with a house located at 5212 Ridgeway Street that will be used for the construction of a pocket park. The County paid \$20,860 including the single family home.
- On March 2, 2010 County Council approved the Ridgewood streetscape design to include the commercial corridor lighting.

### **D. Financial Impact**

A subsequent appraisal by a 3<sup>rd</sup> party vendor (to be selected) will provide a basis for the fair market value. Community Development can offer and pay for the appraised value only with CDBG funding. The financial impact to the County to purchase the commercial/accessory building and the stairwell located at 5229 Ridgeway Street has not been determined at this time. An appraisal is needed to determine the cost of portions of the property. The estimated value of the total property is approximately \$51,500 and the value of the accessory building is estimated at \$2,500. A third-party appraisal is needed to determine costs.

The acquisition is not included in the existing project budget and a contract change order will be required. Once acquired, the accessory building and the stairwell will be owned by Richland County Government and the accessory building will be demolished and the stairwell removed.

Community Development will negotiate and make an offer to the owner for the commercial accessory building and stairs. If the owner accepts the offer, condemnation will not be needed.

**E. Alternatives**

1. Approve the request to use of the power of eminent domain and condemn the commercial building and the stairwell located at 5229 Ridgeway Street *if* owner refuses to accept fair market value for the property during negotiations. The owner still will be financially compensated for the property based upon the appraised value.
2. Do not approve the request to use eminent domain to acquire the property through an involuntary sale of this property. Community Development will negotiate the acquisition of the property and offer fair market value. If the owner refuses, the construction of the retainer wall may be omitted from the Monticello Road Streetscape project.
3. Alternatively, give Community Development permission to offer to purchase the entire property including the single family home at the appraised value if the owner accepts the offer.

**F. Recommendation**

It is recommended that Council approve the acquisition of the accessory/commercial building and stairs located at 5229 Ridgeway Street, and proceed with condemnation in the event the owner refuses the offer of being paid the fair market value for the property.

Recommended by: Valeria Jackson      Department: Community Development      Date: 4/5/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 4/10/13

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation:

No recommendation on request

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion. The main criteria for eminent domain is that the property is being acquired for a public purpose. The law can be found in Chapter 28 of the SC Code. This community improvement project appears, on its face, to be a proper use of the County's eminent domain powers. The County has often used eminent domain procedures for road widening and paving projects and other similar projects. State law states that the County must have the property appraised and offer that value to the landowner. As such, before a condemnation action is filed, we need a title search and an appraised value for the total acquisition area (the value of the whole area of land to be acquired, not just the stairs and accessory building).

**Administration**

Reviewed by: Sparty Hammett

Date: 4/12/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the request to use the power of eminent domain and condemn the commercial building and the stairwell located at 5229 Ridgeway Street *if* owner refuses to accept fair market value for the property during negotiations. The property is currently being appraised and all necessary legal steps will be followed if condemnation is required.

# APPENDIX I

## 5229 Ridgeway Street

1. House
2. Accessory Building
3. Gate Leading to Monticello Road
4. Staircase from Yard
5. Staircase from Monticello Road
6. Foot of Staircase at Curb on Monticello Road



1.



2.



3.



**Appendix I Continued**



4.



5.



**APPENDIX I CONTINUED**

**5229 Ridgeway Street Aerial View**





**APPENDIX II  
CONSTRUCTION CONTRACT**

SECTION 00500

CONTRACT

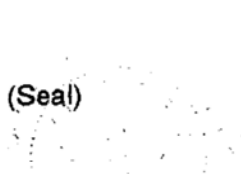
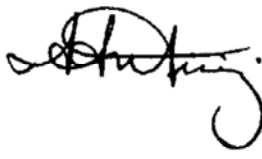
**THIS AGREEMENT** made this 17th day of December, 2010 by and between Richland County, hereinafter called "Owner," and Cherokee, Inc. doing business as a corporation, with its principal office in the City of Columbia, County of Richland, State of South Carolina, hereinafter called "Contractor."

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: Monticello Road Improvements, Phase 1 hereinafter called the "Project," for the sum of Three Hundred Fifteen Thousand Eight Hundred Fifteen Dollars Twenty Cents (\$315,815.20). Contractor further agrees to commence and complete any and all extra work in connection therewith, under the terms as stated in the General Conditions and Supplemental General Conditions of the Contract, and the Contract Special Provisions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions and Supplemental General Conditions of the Contract, CDBG Contract Special Provisions - CSP-1 through CSP-16, the plans, including all maps, plats, blueprints, and other drawings and printed or written explanatory matters thereof, the specifications and contract documents therefore as prepared by URS|BP Barber, herein entitled the "Engineer," and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

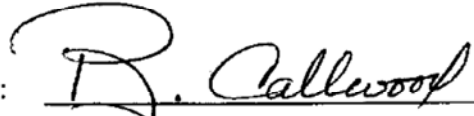
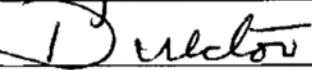
The Contractor hereby agrees to commence work under the Contract on or before a date to be specified in written Notice to Proceed from the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the amount of \$200.00 for each consecutive calendar day thereafter that the Contractor fails to complete the project, as hereinafter provided in Paragraph 19 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

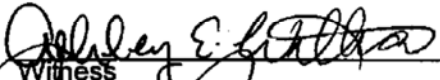

IN WITNESS WHEREOF, the parties hereto have executed this contract in six counterparts, each copy of which shall be deemed an original, in the year and day first above mentioned.

(Seal)  

Richland County  
OWNER

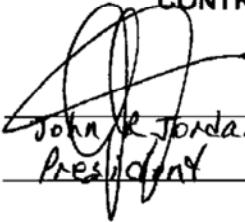
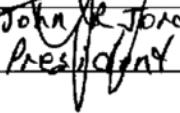
By:   
Title: 

ATTEST:

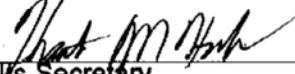
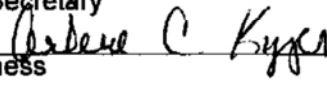
  
Witness  
  
Witness

(Corporate Seal)

Cherokee, Inc.  
CONTRACTOR

By:   
Title: 

ATTEST:

  
Its Secretary  
  
Witness

CONTRACTOR'S ADDRESS:

P.O. Box 90448  
Columbia, SC 29290

## APPENDIX III

### ADDITIONAL INFORMATION

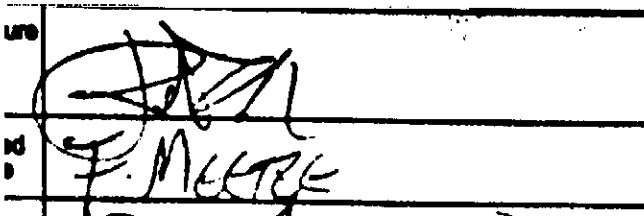
- Cherokee noted SCDOT widened the road in the past and at that time the right of way acquisition took a portion of the commercial structure in which an exterior wall was removed along with its foundation footing. A replacement wall was erected farther east on the concrete floor, but it wasn't tied into the exterior side wall. There appears to be no structural connection between the structures western exterior wall and its northern and southern exterior walls.
- During talks with the project manager the owner had specific ideas about upgrades to the property to include a redesign of the stairs and the installation of a privacy fence. His upgrades were viewed by CD as not acceptable because federal funds could not be used to make improvements to private property. Reconstruction of the stairs is in the contract but the stairs would have to remain public and the owner would be liable. The owner stated that he then would plan to have a locked gate to prohibit public access to the property.
- The property has been cited for code violations under Unsafe Housing and Code Enforcement. In September 2008, a case was opened with Unsafe Housing for this property; the owner was to repair the fascia board and roof of the primary structure. To date a final inspection has not been performed. Also February 22, 2013 a citizen reported to the Ombudsman a code violation for trash and litter and action was taken by Code Enforcement. As of March 11, 2013 the concern has been satisfactorily resolved.
- Several Permits have been issued for improvements. In September 2012 a permit was issued for repair to drain and vent. The permit expired and no final inspection was called for. Also in 2012 a permit was issued for electrical upgrades to the primary structure. The rough-in passed inspection, but there was no final inspection called for. In 2009 a mechanical permit was pulled to install gas to the accessory building. The conditions for issuing the permit was the building would be used for storage and as a workshop. At that time it was uninhabitable because it didn't meet County codes for public use.

Date: May 22, 2013

Fred Meetze:

The following is in response to your May 22, 2013 request for delivery information on your Certified Mail™ item number 9171999991703286185309. The delivery record shows that this item was delivered on May 8, 2013 at 4:32 pm in COLUMBIA, SC 29203. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature of Recipient :   
F. MEETZE

Address of Recipient :

Address of Recipient :   
1300 Jerome Dr

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

Richland County Council  
Regular Session  
Tuesday, February 6, 2007

## REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

**Approval of Condemnation Action for a Portion of TMS #20600-10-032 to Obtain Right-of-Way Needed to Pave Wade Kelly Road** – Ms. Dickerson moved, seconded by Ms. Scott, to approve this item and to continue negotiations to reasonably compensate the residents and report the results of these negotiations back to Council. A discussion took place.

Mr. Montgomery made a substitute motion, seconded by Ms. Smith, to approve this item with the understanding that if there is a proposed settlement or change that might incorporate Ms. Dickerson's request that it be brought to Council for approval. The vote in favor was unanimous.

**Approval of Condemnation Action for Two Parcels at South Side Montgomery Road (TMS #06600-02-15 & 06600-02-18) for Expansion of the Richland County Landfill Buffer** – Mr. Jackson moved, seconded by Mr. Montgomery, to approve this item. The vote in favor was unanimous.

Richland County Council  
Regular Session  
Tuesday, July 10, 2007

## REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

**Bookert Heights Condemnation Action** – Ms. Scott moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

Richland County Council  
Regular Session  
Tuesday, May 5, 2009

## APPROVAL OF CONSENT ITEMS

**Request to approve a friendly condemnation for the purpose of obtaining a sewer easement at 1416 Heyward Brockington Road (TMS# 9504-04-03)**

Richland County Council  
Regular Session  
Tuesday, January 4, 2011

## REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

**Update on negotiations for property purchase on the Northern Boundary of the C&D County Landfill** – Ms. Dickerson moved, seconded by Mr. Malinowski, to approve Alternative #1: "Approve the request to move forward with the condemnation action for the 57 acres of property." The vote in favor was unanimous.

Richland County Council  
Regular Session  
Tuesday, October 4, 2011

## APPROVAL OF CONSENT ITEMS

**Condemnation of Private Property for Use as a Drainage Easement** *[This item was reconsidered at the October 18, 2011 Council meeting]*

Richland County Council  
Regular Session  
Tuesday, October 18, 2011

## APPROVAL OF MINUTES

**Regular Session: October 4, 2011** – Mr. Malinowski moved, seconded by Ms. Hutchinson, to reconsider the following item: “Condemnation of Private Property for Use as a Drainage Easement.” The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Hutchinson, to pay the landowner \$600 requested for the property. The vote in favor was unanimous.

# Richland County Council Request of Action

## **Subject**

Close Businesses Operating Without Current Licenses [**PAGES 127-132**]

## **Notes**

May 28, 2013 - The Committee unanimously approved the recommendation that Council approve to initially target businesses illegally operating as night clubs. This would be handled administratively using all enforcement steps currently available.

## Richland County Council Request of Action

**Subject:** Close Businesses Operating without Current Licenses

### **A. Purpose**

County Council is requested to provide direction with regards to closing businesses operating without current licenses (business license, liquor license, etc.).

### **B. Background / Discussion**

The following motion was made at the February 19, 2013 Council Meeting:

“I move that all businesses operating without license and proper license for their businesses be closed. The Business Center should have a list and coordinate with the Sheriff's Department to not just impose a fine but order them closed. Businesses are operating without license, liquor, beer and wine and without the proper license to avoid paying their fair share and be in compliance” [JACKSON].

Closing a business, best described as permanently shutting down the operations of a business, denies the owner(s) the right to pursue a business occupation. The processes of closing a business are purposefully long and complex and involve ensuring business owners are given due process. The intention of this process is to demonstrate that (1) every reasonable effort has been made to obtain the business' compliance with applicable requirements; and (2) that the business has consistently and deliberately refused to comply with those requirements.

The process of closing a business involves the following steps:

- (1) Endeavor to obtain compliance with documentation of these efforts. To demonstrate the County's efforts to obtain compliance, the County must be able to document its efforts. This may include phone calls, letters, inspections, and, ultimately, tickets (Uniform Ordinance Summons to court). Persistent violations may require more than one ticket.
- (2) Present the County's efforts and the business' refusal to comply to the Solicitor's Office to obtain the Solicitor's support for pursuing the closure of the business. If the Solicitor supports the County's attempts to close the business, step 3 will commence.
- (3) The Solicitor's Office will make a formal request of the Circuit Court to issue an order requiring the business to cease all business operations. The Circuit Court will consider the matter and render a decision. Only in the event that the Circuit Court issues such an order may a business be ordered to permanently close. Any continued violations of the Court's order fall under the jurisdiction of the Court.

In an effort to be business friendly, the Business Service Center makes every effort to work cooperatively with businesses to facilitate their compliance with County regulations. These compliance efforts include the following, in increasing order of severity:

1. Phone call or letter
2. Certified letter
3. Notice of Violation



4. Courtesy inspection
5. Citation issued

When appropriate, departments coordinate efforts when working with a business to obtain compliance. This keeps the lines of communication open among the departments as well as between the County and the business.

While no businesses have been closed as a result of non-compliance, when it is determined that a business is non-compliant with its business license, or any other license or tax, departments work to the fullest extent possible with the business in order to obtain compliance.

### **C. Financial Impact**

Revenues from the following sources could be expected to increase if the businesses that do not currently comply with the County's requirements became compliant:

- Business Licenses
- Hospitality Taxes (potentially, depending on type of business)
- Clearance Review Fees
- Business Personal Property Taxes (potentially, depending on type of business)

Revenue projections from these sources cannot be accurately determined however since revenues for non-compliant businesses are not currently known.

It should also be noted that there is a cost associated with closing a business. While the exact cost is unknown, it would involve intense manpower to "build a case" against non-compliant businesses.

### **D. Alternatives**

1. Direct that appropriate staff and departments enforce the County's requirements as set forth in the County Code of Ordinances on businesses, regardless of type of business activity, equally and to the fullest extent possible. The staff and departments are then directed to initiate and pursue efforts to work with the Solicitor's Office to seek a court order to close any business failing to cooperate with the County's efforts to obtain their compliance.

If this alternative is chosen, the County would be treating businesses equitably, thereby minimizing potential legal liabilities. Additionally, having businesses comply with the County's requirements would "level the playing field" among business competitors. Further, having compliance would increase various tax revenues and could potentially reduce the tax burden of all. Finally, a visible and firm commitment by Council to equal and consistent enforcement may motivate non-compliant businesses, and their various support organizations, to educate themselves and pursue compliance.

2. Direct that appropriate staff and departments continue the current course of action, which does not reach the level of closing a business.

### **E. Recommendation**

This is a policy decision of Council.

Recommended by: Norman Jackson

Department: County Council

Date: 2/19/13

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 3/12/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval of the request to have Council provide direction to staff on appropriate actions for non-compliance.

The decision is a policy decision for Council on compliance enforcement. While, as stated in the ROA, there may be some unidentified cost associated with the level of enforcement this is typical for any program. If approved I would recommend that the County include all program cost in the development of the fees assessed for the service.

### Business Service Center

Reviewed by: Pam Davis

Date: 1/12/2013

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I believe that enforcing all County regulations equitably and consistently among all business types is a prudent course of action.

### Solicitor's Office

Reviewed by: Dan Johnson

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Under South Carolina Code of Laws §4-9-25 Counties have the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them.

Councilman Norman Jackson has made a Motion that businesses operating without a license be closed. The proposed process for closing a business directs the Solicitor to agree with the closure of a business and then to petition to circuit court "for an order requiring the business to cease operation."

Richland County already has a mechanism in place for handling business license violations. Section 16-22 also provides the following penalties for violation of the Ordinance:

a. *Criminal Penalty.* Any person violating any provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be subject to punishment under the general penalty provisions of Section [1-8](#) of this Code of Ordinances: that is, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees, penalties, and costs provided for herein.

b. *Civil Penalty.* For non-payment of all or any part of the business license fee, the License Official shall levy and collect a penalty of five (5%) percent of the unpaid fee for each month or portion thereof after the due date until paid. Penalties shall not be waived except in accordance with circumstances of

reasonable cause set forth in Section 16-19 of this article as determined by the Business Service Center Appeals Board.

c. *Injunctive Relief.* The County may seek injunctive relief in a court of competent jurisdiction as a means of enforcing the provisions of this article.

Under Richland County Ordinance §2-87(3) it is the duty of the County Administrator to see that all ordinances, resolutions and orders of the council and all laws of the state which are subject to enforcement by him or by officers or department heads and subject, under this article, to his direction and supervision are faithfully executed. Further, under Richland County Ordinance §16-10 The License Official shall administer the provisions of this article, collect license fees, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or revocation procedures, report violations to the appropriate department, and assist in prosecution of violators, produce forms, make reasonable regulations relating to the administration of this article, and perform such other duties as may be assigned by the County Administrator. In addition under §2-136 the County Attorney, not the Solicitor, is the chief legal representative for the county. Under §2-138 it is the duty of the County Attorney to represent and defend the county and all of its officers.

The Solicitor is a State Constitutional Officer. The Solicitor is empowered to enforce the laws of the State of South Carolina. The Solicitor has no legal authority to enforce county or municipal ordinances. Richland County is County Council and the County Administrator have no legal authority to direct the Solicitor to perform any action, §4-9-650 states that with the exception of organizational policies established by the governing body, the county administrator shall exercise no authority over any elected officials of the county whose offices were created either by the Constitution or by the general law of the State. Further, there is no legal basis for a Circuit Court Judge to require a business to cease operation for failure to obtain a county business license.

In addition, regardless of the above, the Solicitor, in his discretion, may choose to institute proceedings against a business if he believes that the business is a nuisance. This is based on state statute. Violations of county ordinances are one factor the Solicitor may consider in making that determination.

I, as Solicitor of the Fifth Judicial Circuit would be happy to assist Council in their efforts to curb business operating without a license. However, currently we do not have adequate resources or manpower to fulfill both the mission of the Solicitor's Office and to prosecute county ordinances. Additionally, prosecution under the ordinance will require funding for additional personnel who work under the sole supervision of the Solicitor but are contracted to provide services for the County. I look forward to discussing this matter further with Council and staff.

## Legal

Reviewed by: Elizabeth McLean

Date: 3/19/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As to business license enforcement, I would recommend that the County use **all** steps available to it (included above), including multiple citations, before attempting to close down a business. If the decision is made to move forward, all attempted compliance action should be very well documented.

Although closing a business is allowed, it should be used as a last resort when all other efforts at forcing compliance have failed. Also, who has the authority to decide that the County has done all it can and it is time to present the case to the Solicitor's Office?

I'll leave all other enforcement comments to the Sheriff and Solicitor.

**Administration**

Reviewed by: Sparty Hammett

Date: 5/23/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to initially target businesses illegally operating as night clubs. This would be handled administratively using all enforcement steps currently available.

# Richland County Council Request of Action

## **Subject**

Palmetto Health JEDA Bond Issuance [**PAGES 133-139**]

## **Notes**

May 28, 2013 - The Committee unanimously approved the recommendation that Council hold a joint public hearing with the South Carolina Jobs - Economic Development Authority ("JEDA") in connection with JEDA's issuance of not exceeding \$375,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series (the "Bonds"), to benefit Palmetto Health. The Committee directed staff to provide information regarding the fee schedule and ensure all costs associated with pass-throughs are paid by Palmetto Health.

## Richland County Council Request of Action

**Subject:** Palmetto Health JEDA Bond Issuance

### **A. Purpose**

County Council is requested to hold a joint public hearing with the South Carolina Jobs-Economic Development Authority (“JEDA”) in connection with JEDA’s issuance of not exceeding \$375,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series (the “Bonds”), to benefit Palmetto Health.

County Council is also requested to adopt a resolution supporting the bond issuance as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”).

### **B. Background / Discussion**

The Enabling Act authorizes JEDA to utilize any of its program funds to establish loan programs to reduce the cost of capital to business enterprises meeting the eligibility requirements of Section 41-43-150 and for other purposes described in Section 41-43-160 thereof, and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the state of South Carolina. The Enabling Act further provides that JEDA may issue bonds upon receipt of a certified resolution by the county in which the project will be located supporting the project and evidence of a public hearing held not less than fifteen days after publication of notice in a newspaper of general circulation in the county in which the project is or will be located.

Palmetto Health is a nonprofit corporation (the “Corporation”) which leases and operates Palmetto Health Richland Memorial Hospital and Palmetto Health Baptist Medical Center - Columbia, both located in Richland County as unincorporated divisions of the Corporation. Richland County is referred to as the “County.” The Corporation also employs practicing physicians and owns or operates numerous other facilities offering preventive, ambulatory, specialty, home care, secondary, tertiary, and hospice services. The Corporation serves approximately 825,000 residents in and around the County.

The Corporation has requested that JEDA issue its economic development revenue bonds in the aggregate principal amount of not exceeding \$375,000,000 and to lend the proceeds of the sale of such bonds to the Corporation to:

1. Refund all or a portion of the following Bonds previously issued by JEDA to finance or refinance assets of the Corporation located in the County (the “Prior Bonds”):
  - (A) \$84,950,000 Series 2003A
  - (B) \$120,000,000 Series 2007
  - (C) \$67,500,000 Series 2010A
  - (D) \$47,500,000 Series 2010B
  - (E) \$10,000,000 Series 2010C
  - (F) \$90,000,000 Series 2010D

2. Finance the acquisition, by construction or purchase, of an approximately 186,163-square foot building in the County to be used as an approximately 76-bed hospital and certain other improvements to the Corporation's existing hospital facilities and to acquire certain equipment (the "Project");
3. Fund debt service reserve funds if necessary or advisable;
4. Pay a portion of the interest on the Bonds, if necessary or advisable;
5. Provide working capital, if necessary or advisable;
6. Pay fees and expenses of issuing the Bonds and refunding the Prior Bonds.

The Corporation anticipates that the assistance of JEDA through the issuance of the Bonds and the loan of the proceeds thereof to the Corporation for such purposes will result in the direct or indirect maintenance of permanent employment in the County and adjacent areas for approximately 7,562 people. The assistance will result in the creation of 251 additional full-time positions within 12 months and a total of 270 additional full-time positions within 24 months when the Project is placed in full operation. It will also stimulate the economy of the County and surrounding areas by increased payrolls, capital investment and tax revenues.

A draft Resolution in support of the issuance of the Bonds is submitted with this request for action as Appendix I.

**C. Legislative / Chronological History**

This is a request initiated by the Corporation; therefore, there is no legislative history.

**D. Financial Impact**

No funds from the County are requested. There will be no pledge of the credit of the County, JEDA or any other governmental entity with respect to the Bonds.

**E. Alternatives**

1. Approve the request to support the County's issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act and hold a joint public hearing with JEDA in connection with the Bonds.
2. Do not approve the request to support the County's issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act and do not hold a joint public hearing with JEDA in connection with the Bonds.

**F. Recommendation**

It is recommended that County Council support the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act and hold a joint public hearing with JEDA in connection with the Bonds.

Recommended by: Lynn L. Coe, Jones Day                      Title: Bond Counsel                      Date: 5/6/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers                      Date: 5/15/13

Recommend Council approval  
Comments regarding recommendation:

Recommend Council denial

**Legal**

Reviewed by: Elizabeth McLean

Date: 5/15/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 5/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval as requested. Approval of this request in no way obligates Richland County financially for the bonds to be issued.



**RESOLUTION**

**A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT TO EXCEED \$375,000,000 HOSPITAL REFUNDING AND IMPROVEMENT REVENUE BONDS, TO BE ISSUED IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**WHEREAS**, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

**WHEREAS**, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

**WHEREAS**, the Authority and Palmetto Health, a South Carolina nonprofit corporation (the “Corporation”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Richland County, South Carolina (“Richland County”) as may be required by law, to issue not to exceed \$375,000,000 aggregate principal amount of its Hospital Refunding and Improvement Revenue Bonds (Palmetto Health), in one or more series (the “Bonds”), under and pursuant to Section 41-43-110 of the Act (i) to refund all or a portion of the (A) \$84,950,000 South Carolina Jobs-Economic Development Authority Hospital Refunding Revenue Bonds (Palmetto Health Alliance), Series 2003A (the “Series 2003A Bonds”), (B) \$120,000,000 South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2007 (the “Series 2007 Bonds”), (C) \$67,500,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010A (the “Series 2010A Bonds”), (D) \$47,500,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010B (the “Series 2010B Bonds”), (E) \$10,000,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010C (the “Series 2010C Bonds”), and (F) \$90,000,000 maximum principal amount South Carolina Jobs-Economic Development Authority Hospital Improvement Revenue Bonds (Palmetto Health), Series 2010D (the “Series 2010D Bonds” and, together with the Series 2003A Bonds, the Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds and

the Series 2010C Bonds, the “Prior Bonds”), all previously issued to finance or refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in Richland County (collectively, the “Refunding”), (ii) to finance the acquisition, by construction or purchase, of an approximately 186,163-square foot building and other improvements on one or more parcels of land, and certain machinery, apparatus, equipment, office facilities and furnishings to be installed therein located in Richland County, to be used as an approximately 76-bed hospital, and to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in Richland County (the “Project”), (iii) to fund one or more debt service reserve funds, if deemed necessary or advisable by the Authority or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable by the Authority or the Corporation, (v) to provide working capital, if deemed necessary or advisable by the Authority or the Corporation, and (vi) to pay fees and expenses incurred in connection with the acquisition, construction and financing thereof and the refunding of the Prior Bonds; and

**WHEREAS**, the Corporation is projecting that the assistance of the Authority by the issuance of the Bonds will result in the direct or indirect maintenance of permanent employment in Richland County and adjacent areas for approximately 7,562 people, create 251 new jobs in Richland County and adjacent areas within 12 months after completion of the Project when operating at full capacity and create a total of 270 new jobs in Richland County and adjacent areas within 24 months after completion of the Project when operating at full capacity, and will stimulate the economy of Richland County and surrounding areas by increased payrolls, capital investment and tax revenues; and

**WHEREAS**, the County Council of Richland County (the “County Council”) and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in Richland County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

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

**SECTION 1.** As required by the Act, it is hereby found, determined and declared that (a) the Refunding and the Project will subserve the purposes of the Act; (b) the Refunding and the Project are anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Refunding and the Project will give rise to no pecuniary liability of Richland County or a charge against its general credit or taxing power; (d) the amount of bonds required to finance the Refunding and the Project is not to exceed \$375,000,000 (based on such information as provided by the Corporation); and (e) the documents to be delivered by the Corporation and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Corporation shall maintain the facilities financed or refinanced with the proceeds of the Bonds and carry all proper insurance with respect thereto.

**SECTION 2.** The County Council supports the Authority in its determination to issue the Bonds to finance the Refunding and the Project.

**SECTION 3.** All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

DRAFT

# Richland County Council Request of Action

## **Subject**

Detention Center Security Control Updates [**PAGES 140-143**]

## **Notes**

May 28, 2013 - The Committee unanimously approved the recommendation that Council approve a purchase in the amount of \$195,447 to provide upgraded Security Controls for the Detention Center's twenty-five (25) work stations.

**Richland County Council Request of Action**

**Subject: Detention Center-Security Control Upgrades**

**A. Purpose**

County Council is requested to approve a purchase in the amount of \$195,447 to provide upgraded Security Controls for the Detention Center’s twenty-five (25) work stations. The touch screen work stations control the cell door locks, utilities, intercoms and the security watch locations in our housing units.

**B. Background / Discussion**

The existing security control system is outdated and obsolete. The existing equipment was manufactured in 2004. This equipment was installed at the Detention Center in 2008. The failure of existing equipment could result in extended downtime due to replacement components not being available. The loss of a touch screen work station would result in the housing officer not having hands on control of the cell doors requiring the Central Control Officer to assume control of the housing unit. The components that are listed in the attached quote need replacement due to the following:

Normal wear

Replacement parts are no longer provided

System has exceeded life expectancy

Existing software license is outdated.

This upgrade will provide us with the Secure Gateway, allowing the vendor service department to connect via internet, versus the analog phone line. This Gateway will interface with our existing network with an internet connection. This upgrade will provide the Detention Center with a five (5) year license for the interconnection software. Our county IT Department would be required to configure this hardware network connection. During this upgrade the Informer/Gatekeeper and the intercom audio recording will also need to be updated, and this is listed in the quote as well.

**Station Locations for Detention Center**

Alpha	Bravo	Charlie	Delta	Echo
Foxtrot	Golf	Hotel	India	Juliet
Kilo	Lima	Mike	Papa	SHU

Uniform	X-Ray	Yankee	Juvenile	Admin (1)
Admin (2)	Lobby	Booking	Central (1)	Central (2)

Our sole source request is based on installing the new upgraded equipment in to the current Stanley Convergent Security Solutions equipment, allowing us to use hardwire locations that exist.

**C. Legislative / Chronological History**

This is a staff-initiated request with no legislative history.

**D. Financial Impact**

The funding for this project will come from the Detention Center current allocated budget.

Security Controls, (25) Work Stations	\$181,245.00
Tax	\$9,462.00
Shipping and Handling	\$4,740.00
<b>Total</b>	<b>\$195,447.00</b>

**E. Alternatives**

1. Approve the request to purchase in the amount of \$195,447 the upgraded Security Controls for the Detention Center’s twenty-five (25) work stations. This alternative will provide dependable security controls for the Detention Center housing units.
2. Do not approve the request to purchase in the amount of \$195,447 the upgraded Security Controls for Detention Center’s twenty-five (25) work stations. This alternative could result in extended outages of existing systems that fail.

**F. Recommendation**

It is recommended that the County Council approve the request to purchase in the amount of \$195,447.00 the upgraded Security Controls for Detention Center’s twenty-five (25) work stations.

Recommended by: Ronaldo D. Myers      Department: Detention Center      Date: 5/1/13

**G. Reviews**

**Finance**

Reviewed by Daniel Driggers:      Date: 5/6/13  
 Recommend Council approval       Recommend Council denial

Comments regarding recommendation:

Recommend approval and funds are identified within the department budget.

**Information Technology**

Reviewed by: Janet Claggett

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Procurement**

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 5/16/13

Recommend Council denial

**Legal**

Reviewed by Larry Smith

Recommend Council approval

Comments regarding recommendation:

Date: 5/20/13

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date: 5/21/13

Recommend Council denial

# Richland County Council Request of Action

## **Subject**

Detention Center Fire Control Updates [**PAGES 144-147**]

## **Notes**

May 28, 2013 - The Committee unanimously approved the recommendation that Council authorize the purchase in the amount of \$255,000.00 to provide upgraded Fire Controls for the Detention Center's Phase I, 2 and 3 housing, kitchen and administrative areas. This includes all equipment to provide fire monitoring and control at the Detention Center.



**Richland County Council Request of Action**

**Subject: Detention Center Fire Control Upgrades, Phases 1- 3**

**A. Purpose**

County Council is requested to approve a purchase in the amount of \$ 255,000.00 to provide upgraded Fire Controls for the Detention Center’s Phase 1, 2 and 3 housing, kitchen and administrative areas. This includes all equipment to provide fire monitoring and control at the Alvin S. Glenn Detention Center.

**B. Background / Discussion**

The existing fire control system is outdated and obsolete. This equipment was installed at the Detention Center in 1994 (Phase 1 and 2), and 1997 (Phase 3). The failure of existing equipment could result in extended downtime due to replacement components not being available.

The loss of fire control panel components in a housing unit could result in posting a 24 hour continuous Security Fire watch coverage to remain in compliance with the fire code regulations for (I3) Institutional occupancy. (The I3 occupancy classification includes buildings and structures that are inhabited by more than (5) persons who are under restraint or security.)

In 2012 a failure of one of our Juvenile fire panels (circuit board damage from storm), required a security fire watch to be posted during the system outage, as it took our contractor four (4) days to locate a replacement part.

The Fire Control system needs to be upgraded due to the following issues:

- Normal wear.
- Replacement parts are no longer available.
- Remain in compliance with current fire and building codes.

**Fire Control Locations**

<b>Ph1,2 Housing</b>	Alpha	Bravo	Charlie	Delta	Echo	Foxtrot	Yankee	X-Ray	SHU
<b>Ph 3 Housing</b>	Golf	Hotel	India	Juliet					
<b>Other</b>	Juvenile	Kitchen	Intake	Docks	32 Hallway	Admin	Court Area	Training	Weight Rm
	Medical	Discharge	Lobby	Locker Rms	Maintenan ce	Central Ctl	Elec. rms	Mech. rms	Corridors

This request is to be a sole sourced to Honeywell. Honeywell has been the provider for the Detention Center since 1994. They have serviced and repaired all equipment as agreed upon in the annual service agreement. For continuity we request the same vendor. This is based on installing the new upgraded equipment in to the current fire control equipment, allowing us to use hardwire locations, and piping connections that exist. The life expectancy of the new upgraded equipment hardware will be 15 years from the installation date. There will be

no additional maintenance costs associated with the request. The existing annual Fire Control contract will cover the new installation and remaining equipment.

**C. Legislative / Chronological History**

This is a staff-initiated request with no legislative history.

**D. Financial Impact**

The funding for this project will come from the Detention Center’s current allocated budget. The estimated expenditure is \$255,000 requested in Account # 1100210000531200, Machines and Other Equipment.

**E. Alternatives**

1. Approve the request to purchase in the amount of \$ 255,000.00 the upgraded Fire Controls for Detention Center’s housing, kitchen and administrative locations. This alternative will provide dependable Fire Controls for the Detention Center phase 1 through 3 areas.
2. Do not approve the request to purchase in the amount of \$ 255,000.00 for the upgraded Fire Controls for Detention Center’s housing, kitchen and administrative locations. This alternative could result in extended outages of fire protection equipment.

**F. Recommendation**

It is recommended that the County Council approve the request to purchase in the amount of \$ 255,000.00 the upgraded Fire Controls for Detention Center’s housing, kitchen and administrative locations.

Recommended by: Ronaldo D. Myers      Department: Detention Center Date: 5/2/13

**G. Reviews**

**Finance**

Reviewed by Daniel Driggers:      Date:  
 Recommend Council approval       Recommend Council denial

Comments regarding recommendation: Funds are available as stated.

**Information Technology**

Reviewed by: Janet Claggett      Date: 5/8/13  
 Recommend Council approval       Recommend Council denial

Comments regarding recommendation:

**Support Services**

Reviewed by: John Hixon      Date: 5/17/13  
 Recommend Council approval       Recommend Council denial

Comments regarding recommendation: We reviewed this project and agree that this is a life, safety issue that needs to be addressed as soon as possible. Utilizing their current service supplier should reduce any potential negative impacts to the Detention

Centers operations to a minimum, based on their firsthand knowledge and demonstrated expertise of the systems.

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 5/15/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 5/15/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As long as Procurement has confirmed that this contract is a proper sole-source contract, Legal has no issues. Policy decision left to Council's decision.

**Administration**

Reviewed by: Sparty Hammett

Date: 5/15/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

## **Subject**

FY13 Budget Amendment for Risk Management **[FIRST READING] [PAGES 148-150]**

## **Notes**

May 28, 2013 - The Committee unanimously approved the recommendation that Council approve the budget amendment to Risk Management in the amount of \$300,000 to pay liability claims for FY-13. The Committee directed staff to evaluate the history of claims filed against the County based on the comments of the Finance department on p. 27 of the ROA: "It may be advantageous for the County to evaluate the claims history (paid type, functions responsible and frequency) to determine if a policy or practice change[s] could save the County money."

First Reading:

Second Reading:

Third Reading:

Public Hearing:

# Richland County Council Request of Action

**Subject:** FY-13 Budget Amendment for Risk Management

**A. Purpose**

County Council is requested to approve a budget amendment to Risk Management in the amount of \$300,000 to pay liability claims for FY-13.

**B. Background / Discussion**

The budget to pay liability claims for the fiscal year 2012-2013 is \$1,478,048. It is projected that claims the County is legally obligated to pay will exceed the budgeted amount.

**C. Legislative / Chronological History**

The legislative history was establishing the above budget. Since it was passed more severe claims than anticipated have occurred.

**D. Financial Impact**

The general fund will be reduced by \$300,000. Any amount not paid for claims will be returned to the general fund.

**E. Alternatives**

1. Approve the request to cover liability claims through June 30, 2013.
2. Do not approve the budget amendment request.

**F. Recommendation**

Approving the budget request is recommended.

Recommended by: David Chambers Department: Risk Management Date: May 2, 2013

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 5//6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a funding decision for Council but based on the information provided and since it is related to liability claims I would recommend approval. As stated any unspent appropriations would be stay in the general fund balance. It may be advantageous for the County to evaluate the claims history (paid type, functions responsible and frequency) to determine if a policy or practice changes could save the County money.

Year-to-date for fiscal year 2013 the County has paid \$860k compared to \$970k in FY12. Total paid in FY12 was \$1.4m. Approval as request would require a budget amendment and use fund balance.

**Legal**

Reviewed by: Elizabeth McLean

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald

Date: 5/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval, with funds to come from the General Fund fund balance.

# Richland County Council Request of Action

## **Subject**

Volunteer Fire Operations Insurance [**PAGES 151-153**]

## **Notes**

May 28, 2013 - The Committee unanimously approved the recommendation that Council approve the purchase of volunteer fire operations insurance.

# Richland County Council Request of Action

**Subject: Volunteer Fire Operations Insurance**

**A. Purpose**

County Council is requested to approve the purchase of volunteer fire operations insurance.

**B. Background / Discussion**

It has been five years since the County requested proposals for volunteer fire operations insurance. The coverage is for vehicle liability (mandated by South Carolina law), damage to the vehicles, general liability, and damage to County property. The policies cover fiscal years.

**C. Legislative / Chronological History**

In 1997 the County took control of purchasing the insurance for volunteer fire operations from the City of Columbia as a cost savings measure. In the first five fiscal years St. Paul Insurance Company was the insurer. Selective Insurance Company has been the insurer since July 1, 2002. Surry Insurance of Dobson, NC submitted Selective for this Request for Proposals. The other proposal was for Argonaut Great Central Insurance Company from Arthur J. Gallagher Risk Management Services of Greenville, South Carolina.

Selective Insurance Company offers much better limits and deductibles in nine key categories. The comparison is attached. Losses would more severely impact the County if Argonaut is chosen.

**D. Financial Impact**

Selection of the recommended insurer, Selective Insurance Company, will result in about a one percent (1%) increase in the premium from the present policy. The proposed premium is \$107,105. The premium for the other insurer, Argonaut Great Central Insurance Company, is \$157,381.

The money for the premium is in the proposed 2013-14 Emergency Services budget.

**E. Alternatives**

1. Approve Selective Insurance Company as the volunteer fire operations insurer.
2. Approve Argonaut Great Central Insurance Company as the volunteer fire operations insurer.
3. Do not approve the request to insure the volunteer fire operations.

**F. Recommendation**

It is recommended that Council approve Selective Insurance Company as the volunteer fire operations insurer.

Recommended by: David Chambers Department: Risk Management Date: April 23, 2013

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 5/6/13

✓ Recommend Council approval

Recommend Council denial



Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 5/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funding for this contract has been included in the proposed FY 14 budget. Approval is recommended.

# Richland County Council Request of Action

**Subject**

Emergency Back-Up Generator Replacement **[PAGES 154-158]**

**Notes**

May 28, 2013 - The Committee unanimously approved the recommendation that Council authorize the expenditure of approved budgeted funds for the Department of Support Services to replace emergency back-up generators at two Richland County facilities and a first time installation at a third location.

## Richland County Council Request of Action

**Subject:** Emergency Back-up Generator Replacement

### **A. Purpose**

Council is requested to authorize the expenditure of approved budgeted funds for the Department of Support Services to replace emergency back-up generators at two Richland County facilities and a first time installation at a third location.

### **B. Background / Discussion**

This project is part of a multi-year county wide emergency power upgrade program. The facilities receiving replacement generators are the Upper Richland Fire station and the Richland County Communications tower located at Fort Jackson. The Pineview EMS station, which presently has no backup power, will receive the third generator.

As part of an ongoing capital improvement program addressing end of life equipment, Support Services has continued evaluating the emergency back-up generators at Richland County facilities that are considered operationally essential. These facilities serve as public safety facilities creating the need for a reliable primary and secondary power source. Thus far, through this program, the backup generators at the Gadsden Fire Station, Ballentine Fire Station, Lower Richland Fire Station, Sandhill Fire Station, Eastover Fire Station, and the Judicial Center have been replaced. Also, all newer constructed Fire and EMS facilities in the past 10 years have had emergency generators installed meeting the same base criteria we are using today for the replacement program. The funding for the replacement of back-up generators started in FY 05 and has been funded each year since then through the yearly budget process. To maximize the purchasing power, Support Services has utilized the multi-year funding method to implement the program in phases.

The Pineview EMS station presently does not have an emergency backup power system. This facility is an operationally essential building that serves the public during emergencies and is the only remaining EMS station without an emergency back-up power supply.

The Richland County Communications tower at Fort Jackson provides backup 800 MHz Emergency Service communication to the Lower Richland area and also extends the County's wireless WAN (Wide Area Network) to remote areas of the County. This facility has a 10 year license renewal in place that expires in November 2019, at which time a new license can be renewed via a letter from the County Administrator to the Reality Specialists' office located at Fort Jackson. The current backup generator that is being utilized at this facility is now undersized due to increased uses of this tower and the unit has also become unreliable. The current unit also doesn't have the ability to communicate its status so all maintenance and inspections must be completed in person adding cost to the operations.

The current emergency back-up generator at the Upper Richland Fire Station was installed as part of the original construction in the early 1990's. The typical life-span for current and old back-up generators is approximately 20 years, at which point replacement parts become scarce and at times becomes cost prohibitive. This unit has reached its end of life cycle. This facility lies within the outer regions of the county and it is important to have this facility upgraded to

ensure public safety coverage in an area that tends to have more frequent and longer power outages. Additionally, the unit was originally designed to carry only a small emergency load such as one door and a few lights, not to run the entire facilities' power needs. Furthermore, the present unit doesn't have the ability to communicate its fuel and operational status remotely.

The solicitation required interested parties to evaluate and audit each facility, provide a best value proposal that recommended an emergency back-up generator and a Transient Voltage Surge Suppressor (TVSS) system to meet each individual facility's needs in order to allow it to remain fully operational. The Department of Support Services is striving to standardize the emergency power systems to help reduce the complexity of providing routine maintenance and to allow for the stocking of standard replacement parts to expedite any future repair needs.

The proposed systems will have a remote access system that allows for offsite monitoring and provide trouble messages and test cycle results via e-mail, allowing improved efficiency by reducing the need for travel to inspect statuses and conduct normal tests. This will allow authorized parties to have access to the systems in order to facilitate unit reliability and to expedite any required maintenance work during emergencies, including refueling.

If approved, the Pineview EMS station will receive a 30 kW generator with a 72 hr. sub base fuel tank and a 200 amp transfer switch. The Communications tower at Fort Jackson will also receive a 30 kW generator with a 72 hr. sub base fuel tank and a 200 amp transfer switch. The Upper Richland Fire Station will receive a 150 kW generator with a 72 hr. sub base fuel tank and a 600 amp transfer switch.

The Department of Support Services will oversee the project to ensure the County's interests are protected by monitoring contractor quality and will coordinate project scheduling with the Fire and EMS command staff and our IT department for the tower. This will allow emergency services to continue daily operations without interruption.

There were a total of four proposals received by procurement. They were from DNB Electric, Inc., Generator Services, Inc., Basic Electric Co. Inc.; and Burriss Electric. The best value bids provided are as follows:

Contractor	Pineview EMS Station		Communications Tower		Upper Richland FS		Total Cost
	Cost	Generator size	Cost	Generator size	Cost	Generator size	
DNB Electric, Inc.	\$33,156.43	30 kW	\$29,717.43	30 kW	\$79,757.68	150 kW	\$142,631.54
<b>Generator Services, Inc.</b>	<b>\$32,707.28</b>	<b>30 kW</b>	<b>\$29,058.03</b>	<b>30 kW</b>	<b>\$77,636.92</b>	<b>150 kW</b>	<b>\$139,402.23</b>
Basic Electric Co. Inc.	\$72,105.00	Not given	\$57,400.00	Not given	\$109,800.00	Not given	\$239,305.00
Burriss Electric	\$56,000.00	Not given	\$54,000.00	Not given	\$68,000.00	Not given	\$178,000.00

The proposals were evaluated through the normal best value bid review process administered by the Procurement Department. After reviewing the proposals, Generator Services was the selected firm that was determined to be the most responsive, responsible responder that met materially with the specifications and requirements as publicized and that is most advantageous to Richland County. Generator Services is also the company that installed the previous backup generator upgrades at the other six facilities following their selection from the County's

competitive procurement process. Furthermore, the generators that the contractor is supplying are manufactured by Blue Star Powers Systems, which is based out of Lake Crystal, MN. The generators utilize John Deere engines that meet or exceed EPA standards and regulations for emergency power supply equipment.

If approved by Council, discussions are to be initiated with Generator Services, to schedule and to complete the specified work. Should discussions break down; the next most responsive, responsible responder will be contacted to complete the project requirements and schedules.

**C. Legislative / Chronological History**

This item is a staff-initiated request. Therefore, there is no legislative history for this project phase. The project funding for the replacement and enhancement of back-up generator systems was initiated in FY 05 and has been funded each year since then through the yearly budget process.

**D. Financial Impact**

The total cost for these projects is \$139,402.23 plus 10% contingency totaling \$153,342.45. Council has already approved the project concept by approving funding in multiple Support Services 2013 fiscal year budgets that cover maintenance and operating funding for the recommended facilities. This process will also continue with other Facilities as funds become available through future budgets. There are no additional funds requested for this project. The project’s funding has been detailed through the 10 year capital plan and established to date using an annual budget program. Current funding is identified in the following department budget accounts ensuring available funds for each facility:

Location	Account #	Project cost including contingency
Pineview EMS Station	GL-1100317015.530400	\$35,978.01
R.C. Communications tower at Fort Jackson	GL-1100317000.530400	\$31,963.83
Upper Richland Fire Station	JL-3180.530400	\$85,400.61
<b>Total:</b>		<b>\$153,342.45</b>

**E. Alternatives**

1. Authorize the Procurement Department Director to enter into and award a contract with Generator Services, Inc., who has been determined to be the most responsive responder complying materially with the specifications as advertised.
2. Do not approve the expenditure of the funds and leave the facilities in their current conditions with the existing emergency back-up generators staying in place at the Upper Richland Fire Station and the Communications tower at Fort Jackson. However this option will foster increased maintenance costs due to equipment failures that could affect the ability of these facilities to effectively respond to emergencies when primary power is lost. The Pineview EMS station would remain without any back up power. This will affect the facilities ability to effectively respond to emergencies when primary power is lost.

**F. Recommendation**

It is recommended that Council authorize the Procurement Department Director to enter into and award a contract with Generator Services, Inc.

Recommended by: John Hixon

Department: Support Services

Date: 4/30/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Recommend approval since projects have been included and approved in the budget process and funds are available as stated.

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 5/20/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The proposed purchase is part of a planned capital replacement program; funds have been approved in the FY 13 budget. Approval of the generator purchase, therefore, is recommended.

# Richland County Council Request of Action

## **Subject**

An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto **[PAGES 159-166]**

## **Notes**

April 23, 2013 - The Committee unanimously approved the recommendation that Council adopt an ordinance approving a budget for and the distribution of the revenues from the one percent (1%) Sales and Use Tax (Transportation Penny) for transportation projects for fiscal year 2013-2014 and other matters related thereto

First Reading: May 7, 2013

Second Reading: May 21, 2013

Third Reading:

Public Hearing: May 21, 2013

## Richland County Council Request of Action

**Subject:** Budget and Distribution of Revenues for Sales and Use Tax (Transportation Penny)

### **A. Purpose**

County Council is being asked to adopt an ordinance approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax (Transportation Penny) for transportation projects for fiscal year 2013-2014 and other matters related thereto.

### **B. Background / Discussion**

Pursuant to the South Carolina Code of Laws, Richland County must adopt an ordinance which approves the budget, and distribution of, Transportation Penny revenues.

On July 18, 2012, County Council enacted Ordinance No. 039-12HR (the "Sales Tax Ordinance") imposing, subject to a successful referendum, a one percent (1%) sales and use tax (the "Sales and Use Tax") for 22 years to be used to fund transportation projects. On November 6, 2012, the County held a referendum which resulted in a favorable vote of a majority of the qualified electors. No further action is needed to impose the Sales and Use Tax. The Sales and Use Tax will be collected beginning May 1, 2013.

The proposed ordinance (attached) provides for the distribution of each quarterly payment of the Sales and Use Tax in a manner required by the Sales Tax Ordinance and the question presented in the referendum as follows:

- (a) 3% of each quarterly payment shall be paid to the County for payment of administrative costs related to the Projects;
- (b) The balance of each quarterly payment shall be distributed as follows:
  - (i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Maximum Amount: \$656,020,644 which is 63% of the amount available for project costs;
  - (ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Maximum Amount: \$300,991,000 which is 29% of the amount available for project costs; and
  - (iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Maximum Amount: \$80,888,356 which is 8% of the amount available for project costs.

Pursuant to the Sales Tax Ordinance, County Council shall adopt annually prior to the beginning of each fiscal year a budget for expenditures of Sales and Use Tax revenues. For this first fiscal year, a detailed list of expenditures for Projects 1 and 3 (roadway projects (b) (i) and pedestrian improvements / bikeways / greenways (b) (iii)) is not yet available. The proposed ordinance provides that the County Administrator obtain approval of County Council before the expenditure of revenues for those Projects.



The amount to be distributed to the Central Midlands Regional Transit Authority (the “CMRTA”) shall be expended pursuant to its Fiscal Year 2013-2014 budget, which is forthcoming. The proposed ordinance requires that the CMRTA shall provide County Council with a copy of its budget for fiscal year 2013-2014.

The proposed ordinance provides that the County Administrator shall provide to County Council periodic reports as requested by County Council. It also requires the CMRTA to provide quarterly financial information and a copy of its annual audit.

**C. Legislative / Chronological History**

On July 18, 2012, County Council enacted Ordinance No. 039-12HR (the “Sales Tax Ordinance”) imposing, subject to a successful referendum, a one percent (1%) sales and use tax (the “Sales and Use Tax”) for 22 years to be used to fund transportation projects.

On November 6, 2012, the County held a referendum which resulted in a favorable vote of a majority of the qualified electors.

The Sales and Use Tax will be collected beginning May 1, 2013.

**D. Financial Impact**

Enactment of the proposed ordinance relates only to the receipt and expenditure of Sales and Use Tax revenue. Enactment of the proposed ordinance will have no financial impact on any other County funds.

**E. Alternatives**

1. Approve the request to enact the proposed ordinance as presented.
2. Do not approve the request which would require an alternate form of direction regarding distribution of the Sales and Use Tax.

**F. Recommendation**

It is recommended the Council approve the proposed ordinance as presented.

Recommended by: Roxanne Ancheta Date: April 15, 2013

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 4/17/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald

Date: 4/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the proposed ordinance as presented.

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

AN ORDINANCE APPROVING A BUDGET FOR AND THE DISTRIBUTION OF THE REVENUES FROM THE ONE PERCENT (1%) SALES AND USE TAX FOR TRANSPORTATION PROJECTS FOR FISCAL YEAR 2013-2014 AND OTHER MATTERS RELATED THERETO.

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

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

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the Act, on July 18, 2012, the County enacted Ordinance No. 039-12HR (the "Sales Tax Ordinance") imposing a one percent (1%) sales and use tax (the "Sales and Use Tax") within the County for a period of 22 years for the purpose hereinafter described.

(c) Pursuant to the terms of the Act and the Sales Tax Ordinance, a referendum was held in the County on November 6, 2012, regarding imposition of the Sales and Use Tax, which resulted in a favorable vote of a majority of the qualified electors.

(d) The Sales and Use Tax will be expended for the payment of administrative expenses and the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects, for the following purposes:

(i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Maximum Amount: \$656,020,644 which is 63% of the amount available for project costs ("Project 1");

(ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Maximum Amount: \$300,991,000 which is 29% of the amount available for project costs ("Project 2"); and

(iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Amount: Maximum Amount: \$80,888,356 which is 8% of the amount available for project costs ("Project 3," together with Project 1 and Project 2, the "Projects").

(e) The imposition of the Sales and Use Tax and the use of Sales and Use Tax revenue shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of Sales and Use Tax revenue established by the Act and other applicable law. Subject to annual appropriations

by County Council, Sales and Use Tax revenues shall be used for the costs of the Projects approved in the referendum, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the Projects.

(f) The Sales and Use Tax will be imposed beginning May 1, 2013. The revenue from May and June 2013 will be received in fiscal year 2013-2014. The terms and provisions of this ordinance relate to the fiscal year in which the County receives the Sales and Use Tax revenue.

SECTION 2. Receipt of Funds by County Treasurer; Distribution Thereof. Pursuant to the Act, the State Treasurer shall distribute the revenue from the Sales and Use Tax quarterly to the Richland County Treasurer (the "County Treasurer"). The County Treasurer shall hold the revenues and any interest earnings of the Sales and Use Tax in a fund separate and distinct from all other funds of the County. Quarterly distributions of the revenue shall be made by the County in the amounts and only for the purposes stated herein.

SECTION 3. Approval of Budget; Authorization to Distribute Sales Tax Revenue. Pursuant to the Act and the ballot question approved in the referendum held on November 6, 2012, the distribution of the Sales and Use Tax revenue shall be as follows:

(a) 3% of each quarterly payment shall be paid to the County for payment of administrative costs related to the Projects;

(b) The balance of each quarterly payment shall be distributed as follows:

(i) 63% shall be paid to the County for costs of Project 1;

(ii) 29% shall be paid to the Central Midlands Regional Transit Authority for Project 2; and

(ii) 8% shall be paid to the County for costs of Project 3.

(c) Prior to the expenditure of funds for Projects 1 and 3, the County Administrator will obtain County Council's approval for such expenditure. Prior to the expenditure of funds by the Central Midlands Regional Transit Authority (the "CMRTA") for Project 2, the CMRTA shall provide County Council with a copy of its budget for fiscal year 2013-2014.

SECTION 4. Reporting Requirements.

(a) The County Administrator shall provide periodic reports to County Council regarding the use of Sales and Use Tax revenues for Projects 1 and 3 in such form and in such frequency as shall be requested by County Council.

(b) The CMRTA shall provide to County Council an independent annual audit and quarterly financial information, all in a form satisfactory to County Council.

SECTION 5. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable

from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this ordinance.

(d) This Ordinance shall take effect immediately upon approval at third reading.

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

[Signatures Follow]

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Kelvin Washington, Chairman  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 2013:

\_\_\_\_\_  
Michelle Onley  
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:

Date of Second Reading:

Date of Third Reading:

# Richland County Council Request of Action

**Subject**

Small Local Business Enterprise ("SLBE") Program [**PAGES 167-188**]

**Notes**

First Reading: May 21, 2013

Second Reading:

Third Reading:

Public Hearing:

**SMALL LOCAL BUSINESS ENTERPRISE (“SLBE”) PROGRAM**  
**[An Ordinance to Amend Article X of the Richland County, SC Code by adding a**  
**new Division 7 as follows]**

**(1-3-13 Draft)**

**DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS**

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

***Affirmative Procurement Initiatives*** – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

***Award*** – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process.



(Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

***Bid Incentives*** – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

***Centralized Bidder Registration System (“CBR”)*** -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

***County*** – refers to the County of Richland, South Carolina.

***Commercially Useful Function*** – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

***Emerging SLBE*** – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

***Goal*** – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement or a Goal Setting Committee.

**Goal Setting Committee** – a committee established by the Director of Procurement for the County (including a representative of the Purchasing Department and a representative of the end-user agency) and chaired by the Director of Procurement that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

**Good Faith Efforts** – documentation of the Bidder’s intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder’s commitment to comply with SLBE Program goals as established by the Director of Procurement or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County’s SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

**Graduation** – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

**Independently Owned, Managed, and Operated** – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

**Industry Categories** – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural & Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

**Joint Venture** - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

**Local Business Enterprise (“LBE”)** - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

**Non-professional Services** – services that are other than Professional Services, and do not require any license to perform.

**Points** – the quantitative assignment of value for specific evaluation criteria in the selection process.

**Prime Contractor** – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

**Principal Place of Business** – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

**Professional Services** – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, medical, or real estate services.

**Responsive** - a firm’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

**Sheltered Market** – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

**Significant Employee Presence** – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

**Small Local Business Enterprise (“SLBE”)** – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “Small Business Enterprise” and a “Local Business Enterprise.”

**SLBE Plan Execution Certification (SLBE Form – C)** - The form certifying the general contractor’s intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

**SLBE Directory** - A listing of the small local businesses that have been certified by the Purchasing Department for participation in the SLBE Program.

***SLBE Certification/Re-certification Application (SLBE Form – R)*** – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County’s Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

***SLBE Schedule for Subcontractor Participation (SLBE Form – S)*** – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the Director of Purchasing before contract award.

***SLBE Unavailability Certification (SLBE Form – U)*** - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

***Small Business Enterprise (“SBE”)*** a small business must have no more than ~~ten~~ **fifty** full-time employees and have annual gross revenues as averaged over the past three tax years of no more than \$5 million. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE.

~~***[\*\* Note: See State of Maryland’s alternative definition of Small Business Enterprise (“SBE”) below in bold italic text:***~~

~~***(1) — Any for-profit enterprise as defined in Maryland Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 8; that is that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; and that is not dominant in its field of operation; and***~~

~~***(2) — That satisfies the following size requirements:***~~

~~***a. — Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***~~

~~***b. — Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***~~

~~***c. — Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and***~~

~~d. — Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

Richland County's definition of Small Business Enterprise (SBE):

(1) Any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31; that is that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; and that is not dominant in its field of operation; and

(2) That satisfies the following size requirements:

- a. The owner(s) is actively involved in day-to-day management and control of the business;
- b. Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- c. Manufacturing operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- d. Truck Transportation operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- e. Real Estates, rental, leasing, trusts, funds, insurance (carries and related activities); professional, scientific, technical services, operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;

- f. Administrative and Support Services operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2.5 million in its most recently completed 3 fiscal years;
- g. Repair and maintenance operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- h. Service operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of:
- \$5 million for architectural
  - \$5 million for engineering
  - ~~\$2.5 million for engineering~~
  - \$5 million for all other services

The amount shown must be in its most recently completed 3 fiscal years;

- i. Specialty Trade Contractors did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million for all other services in its most recently completed 3 fiscal years; and
- j. Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million in its most recently completed 3 fiscal years;
- k. Retail Trade did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million

~~\$3 million~~

~~A few may be a higher size standard, but none above \$3 million or 50 employees.~~

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual

averages over the course of the existence of the business not to exceed the three years.

Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible and should be graduated from the program. The size standards in number of employees and number of dollars should be reviewed annually and adjusted periodically to meet economic changes.

***This definition is subsumed within the definition of Small Local Business Enterprises.***

***Small Local Business Enterprise (“SLBE”) – A Local Business Enterprise that is also a Small Business Enterprise.]***

***[\*\*Note: Resource Issue -- Possible establishment of position of Director of Equal Opportunity Contracting Program (“Director of Procurement”) -- The County employee responsible for the oversight, tracking, monitoring, administration, and implementation of the SLBE program, ensuring that compliance with contract participation requirements is maintained, and overall program goals and objectives are met.]***

***Spend Dollars*** – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.

***Subcontractor*** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

***Suspension*** – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating through race- and gender-neutral means any disparities in the participation of minority business enterprises or women business enterprises on County contracts.
2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;

3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;

4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of Procurement shall determine the size of each GSC that is to be chaired by the Purchasing Director. The Purchasing Director shall also appoint the remaining members of the GSC from the County’s procurement personnel and other County departments affected by this Program; and

5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the Procurement Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County’s progress towards satisfying SLBE program objectives;

2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;

3. Have substantive input in a contract specification review process to be undertaken in advance of the issuance of County’s RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;

4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and

5. Monitor and support the implementation of the rules under this Program.

(c) At a minimum, each Goal Setting Committee may:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;

2. Develop the SLBE goal setting methodology to be implemented by the Director of Procurement on a contract-by-contract basis; and

3. Monitor and support the implementation of the rules under this Program policy.



Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (SLBE) with the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern that is not dominant in its field of operation, and that is performing a commercially useful function;
2. It meets size standard eligibility requirements for Small Business Enterprises as defined herein;

~~[\*\*Note: See State of Maryland's alternative definition of Small Business Enterprise ("SBE") size standards below in bold italic text:~~

~~2. — That satisfies the following size requirements:~~

- ~~a. — Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~
- ~~b. — Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~
- ~~c. — Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and~~
- ~~d. — Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

That satisfies the following size requirements:

- a. The owner(s) is actively involved in day-to-day management and control of the business;
- b. Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- c. Manufacturing operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- d. Truck Transportation operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- e. Real Estates, rental, leasing, trusts, funds, insurance (carries and related activities); professional, scientific, technical services, operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- f. Administrative and Support Services operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2.5 million in its most recently completed 3 fiscal years;
- g. Repair and maintenance operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- h. Service operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of:
- \$5 million for architectural
  - \$5 million for engineering
  - ~~\$2.5 million for engineering~~
  - \$5 million for all other services

The amount shown must be in its most recently completed 3 fiscal years;

- i. Specialty Trade Contractors did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million for all other services in its most recently completed 3 fiscal years; and
- j. Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million in its most recently completed 3 fiscal years;
- k. Retail Trade did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million

\$3 million

A few may be a higher size standard, but none above \$3 million or 50 employees.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years.

Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible and should be graduated from the program. The size standards in number of employees and number of dollars should be reviewed annually and adjusted periodically to meet economic changes.

***This definition is subsumed within the definition of Small Local Business Enterprises.***

3. The firm is a Local Business Enterprise as defined by this Policy with a principal place of business or significant employment presence in Richland County, SC as defined herein;
4. The firm has been established for at least one year or the principals of the business have at least three years of relevant experience prior to forming or joining the business; and
5. In the year preceding the date of certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of

contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this section of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's average gross sales for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with all SLBE criteria as specified above in Sec. 2-641 (a) through (d);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

#### Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;
2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
3. An SLBE firm shall be temporarily suspended by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;
4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;
5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm;
6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million; and
7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.

(b) The Director of Procurement shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of Procurement, or designee (other than the Director of Procurement), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County in conjunction with the appropriate Contract Officer and the Director of Procurement may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. **Bonding and Insurance Waiver:** The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. **Price Preferences:** The County may award a contract to a SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. This preference would not apply if the award to the SLBE would result in a total contract cost that is \$25,000 or greater on an annual basis than the low bid, or in a total contract cost that exceeds the County's budgeted price for the contract (whichever is lower).

3. **Evaluation Preferences:** The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners (see EXHIBITS 1 and 2 regarding professional services contracts and architectural & engineering contracts, respectively).

4. **Mandatory Subcontracting:**

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of Procurement for good cause by submitting the SLBE Unavailability Certification form to the Director of Procurement at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of Procurement. The Director of Procurement shall base his or her determination on a waiver request on the following criteria:

- (1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;
- (2) Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the circumstances of the contract; and
- (3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. ***Sheltered Market:***

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. ***Competitive Business Development Demonstration Project:***

a. With the concurrence of the Director of Procurement, the appropriate County Contracting Officer may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of Procurement shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of Procurement or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual



basis, the Director of Procurement or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

#### SMALL, LOCAL BUSINESS ENTERPRISE PROGRAM EXHIBITS

For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” (EXHIBIT 1) below:

#### EXHIBIT 1

##### Point Evaluation Table

##### 10 POINTS FOR SLBE PARTICIPATION

- > 51% = 10 points
- > 45% = 7 points
- > 40% = 6 points
- > 35% = 5 points
- > 30% = 4 points
- > 25% = 3 points
- > 20% = 2 points
- > 15% = 1 points

##### 20 POINTS FOR SLBE PARTICIPATION

- > 51% = 20 points
- > 45% = 17 points
- > 40% = 16 points
- > 35% = 14 points
- > 30% = 12 points
- > 25% = 10 points
- > 20% = 8 points
- > 15% = 6 points
- > 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following sample schedule (EXHIBIT 2) which is most often used by Architectural & Engineering:

EXHIBIT 2

<u>Points Awarded</u>	<u>% of Participation Criteria</u>
5.0 51-100	Proposals by registered SLBE owned and/or controlled firms
4.0 36 – 50	Majority prime with registered SLBE participation
3.0 30 – 35	Majority prime with registered SLBE participation
2.0 24 – 29	Majority prime with registered SLBE participation
0 0 – 23	Less than the goal for registered SLBE participation

DRAFT

## CHARLESTON COUNTY'S SBE

To certify Small Business Enterprises for contracting and procurement opportunities in the areas of:

- Construction
- Architecture and engineering
- Professional services
- Goods and supplies
- Other services

## ELIGIBILITY CRITERIA

To be certified as an SBE, your business will:

1. Have an annual gross sales volume not exceeding \$7.5 million (averaged over the previous three years)
2. Be actively managed and controlled on a day-to-day basis by the owner(s)
3. Have been in operation for at least one year
4. Be current on any applicable business license(s) and on any Charleston County taxes and fees

## WHAT CERTIFICATION CAN MEAN TO YOUR SMALL BUSINESS

1. Mandatory quote from SBE on procurements between \$5,000 and \$25,000
2. Mandatory SBE subcontractors on projects of \$25,000 and above
3. Technical and financial referrals
4. Workshops, seminars and training programs to assist business owners in the competition process

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; and Amending Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; so as to replace those standards with "Development with Open Space Design Standards" and amending Article X, Subdivision Regulations; Section 26-222, General Requirements; Subsection (g), Natural Resource Inventory; Paragraph (1); so as to delete the requirement of a desktop analysis **[PAGES 189-210]**

## **Notes**

First Reading: May 28, 2013

Second Reading:

Third Reading:

Public Hearing: May 28, 2013

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE II, RULES OF CONSTRUCTION; DEFINITIONS; SECTION 26-22, DEFINITIONS; AND AMENDING ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-186, GREEN CODE STANDANDS; SO AS TO REPLACE THOSE STANDARDS WITH “DEVELOPMENT WITH OPEN SPACE DESIGN STANDARDS” AND AMENDING ARTICLE X, SUBDIVISION REGULATIONS; SECTION 26-222, GENERAL REQUIREMENTS; SUBSECTION (G), NATURAL RESOURCE INVENTORY; PARAGRAPH (1); SO AS TO DELETE THE REQUIREMENT OF A DESKTOP ANALYSIS.

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

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

*Development with open space design.* A development pattern that arranges the layout of buildings in a compact area of the site which reserves a portion of a site for open space preservation and is protected in perpetuity.

*Erodible soils.* Soils that can erode at excessive rates, such as Hydrologic Groups B and C.

*Groupings of grand trees.* Three or more grand trees with overlapping critical root zones. The area of protection includes each individual grand tree’s entire critical root zone.

*Neighborhood Green.* An open space available for unstructured recreation, its landscaping consists of grassy areas, trees and ~~approximately one-acre or less~~ surrounded by structures/dwellings within the boundaries of the development.

~~*Open Space.* An area that is designed for environmental, scenic, or recreational purposes. Open space may include, but is not limited to, lawns, walkways, active and passive recreation areas, playgrounds, swimming pools, wooded areas, and watercourses. Open space shall not be deemed to include driveways, parking lots, or other surfaces designed or intended for vehicular travel. Land areas that are not occupied by buildings, structures, impermeable areas, streets, alleys or required buffer transition and street protective yards.~~

Open Space Credit. The weighted amount of open space, determined by applying a multiplier to the actual area.

Preserve. Land set aside for protection and propagation.

Total Site Area. The entire area within the boundary of the parcel inclusive of all interior future open space areas and road/utility rights of way.

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

**Sec. 26-186. Development with Open Space Design Standards.**

- (a) *Purpose.* The purpose of this section is to provide optional standards that will preserve land for conservation by permitting variation in lot sizes. Subdivision of land into varying lot sizes provides home buyers a choice of lot sizes according to their needs, while at the same time preserving open space, tree cover, scenic vistas, natural drainage ways, and natural topography. Such measures prevent soil erosion and flooding by allowing development to occur according to the nature of the terrain, provide larger open areas with greater utility for recreation and a “sense of community”, and encourage the development of more attractive and economical site design.

Incorporating open space into development has numerous environmental, conservation and community benefits, including the following:

- (1) Preserves green space.
- (2) Provides open space for recreation.
- (3) Reduces the impervious cover in a development. Impervious cover contributes to degradation of water resources by increasing the volume of surface runoff, degrading water quality by preventing infiltration into the soil surface.
- (4) Reduces stormwater pollutant loads to streams, receiving streams and other resources. Protects and enhances stream and other resources.
- (5) Reduces soil erosion and sediment delivery by reducing the amount of clearing and grading on the site while increasing overall infiltration.
- (6) Reduces the cost of stormwater management by minimizing the area contributing to runoff and reducing runoff volumes and stormwater contaminants.

- (7) Provides air quality benefits and reduces “heat island” impacts.
- (8) Reduces the capital and long-run maintenance costs of development.
- (9) Provides a wider range of feasible sites to locate stormwater best management practices (BMPs).
- (10) Reduces the cost and improves the efficiency of public services needed by the development.
- (11) Protects urban wildlife habitat, with a focus for corridors which provide important habitat linkages.
- (12) Creates a sense of community and pedestrian connectivity.

This optional section implements procedures to allow for development, while preserving the natural attributes of the land and providing open space. This section also encourages designing developments with open space design to maximize larger, contiguous unconstrained open space areas [see subsection (g) (2), below], especially areas adjacent to constrained open space areas [see subsection (g) (1), below], and minimize smaller, isolated areas to better achieve the benefits described in this subsection.

Conservation analysis shall take place to plan open space developments. Applicants must prepare a Natural Resource Inventory in accordance with Sec. 26-222(g).

- (b) *Applicability.* The owner, or his/her authorized agent, of property within an RU, RR, RS-E, RS-LD, RS-MD, RS-HD 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, or his/her authorized agent, desiring to use the development standards of this section must first submit an application to the Planning Department and must meet the following requirements:
  - (1) The minimum parcel size shall be two acres;
  - (2) The application shall be accompanied by a Natural Resource Inventory, as identified in Section 26-222(g), and a Concept Plan as required in this section;
  - (3) The property must utilize a public sanitary sewer and public water or IOU (Investor Owned Utility) regulated water or sewer system.



(d) *Concept Plan.* At time of the 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 sketch plan, including the following information:

(1) Delineation and specifications of all open space areas and any “Neighborhood Green,” community garden, play areas or trail systems to be constructed. Information of open space areas should include size and type and be shown on the plan and listed in a tabular format (see example).

<b>Constrained Open Space – 8.9 acres</b>		<b>Unconstrained Open Space – 15.7 acres</b>	
<b>Subtype</b>	<b>Acreage</b>	<b>Subtype</b>	<b>Acreage</b>
Floodplain	3.6	Native Forest	10.5
Stream Buffer	2.4	Rock Outcroppings	2.2
Slopes greater than 25%	2.9	Neighborhood Greens	3

(2) A typical detail on the plan indicating building setback lines, street trees, sidewalks and street pavement and right-off-way width.

(e) *Review.* The use of these development standards in accordance with subsection (c) and (d) above shall follow the permitting procedures outlined in Sections 26-53 and 26-54.

(f) *Open Space Requirements.* Open space set aside is required in all open space developments and shall consist of any of the following categories of land:

(1) “Constrained Open Space” is land that shall be covered by the provisions for permanent protection, per subsection (h), below, and includes the following:

a. Floodways and 100-year floodplains, in lieu of exceptions defined in Section 26-106,

b. Jurisdictional lines and associated buffer zones per Section 26-187,

- c. Highly erodible soils on steep slopes of 25% or greater, including water quality buffers per Section 26-187(g), except minimal changes may be allowed for necessary access or impacts (wetlands, jurisdictional or non-jurisdictional ) of less than a quarter (1/4) acre,
  - d. Federal and state listed rare, endangered or threatened species/habitats,
  - e. Archeological features eligible for or listed in the national Register of Historic Places,
  - f. Human cemeteries or burial grounds, and
  - g. Open water, except where alterations enhance open space value, or as exempted in Section 26-187(b).
- (2) “Unconstrained Open Space” is land other than constrained open space that includes important environmental, conservation, wildlife or historic areas and is acceptable to the County for conservation designation, and shall be covered by the provisions for permanent protection, per subsection (h), below. These include the following:
- a. Important historic sites, not currently determined eligible for or listed in the national Register of Historic Places,
  - b. Existing healthy, mature forests of at least one (1) contiguous acre,
  - c. Contiguous areas surrounding groupings of grand trees,
  - d. Scenic view sheds of natural or historic features,
  - e. Unique rock outcroppings,
  - f. Prime agricultural soils or productive agricultural lands consisting of at least one (1) contiguous acre,
  - g. Existing trails or wooded corridors that connect the tract to neighboring areas,
  - h. Extension of the required water quality buffer,
  - i. Headwater streams, and
  - j. Restored pond; restorative or enhancing activities.

Also considered unconstrained open space are community gardens of a minimum quarter (1/4) acre, “Neighborhood Greens” and Low Impact Development (LID) storm water management facilities and practices, and these may be constructed and maintained in the open space area. However, “Neighborhood Greens” shall not exceed twenty percent (20%) of the total required open space area.

(3) “Restored Open Space” includes brownfield reclamation, as contracted by the Brownfield component of the SCDHEC Voluntary Cleanup Program; approved watershed or stream restoration consistent with Section 26-187; and the removal of impervious cover and restoration of pervious areas during redevelopment. Restored areas must be approved by Richland County staff as part of the Development Review process. Restored farm ponds shall be credited at one hundred percent (100%).

(4) “Recreational Open Space” includes pervious recreational areas.

(g) *Open space design standards.*

(1) To use these standards, one of the following alternatives must be utilized, as appropriate for the applicable zoning district:

a. To utilize the density-based zoning and flexibility in lot size, in all allowable zoning districts per subsection (b), above, all constrained open space on a site must be set aside, plus a minimum of ten percent (10%) unconstrained open space, for a total actual acreage set aside of fifteen percent (15%). Open space set asides between fifteen percent (15%) and twenty-five percent (25%) are based on a 1:1 ratio open space area to actual area. Open space credits, as determined by the “Unconstrained Open Space Credit Calculations” table in Section 26-186 (h) (1) b. 2., cannot be utilized to meet the open space requirements under this alternative.

If the constrained open space meets the twenty-five percent (25%) minimum, then no additional unconstrained open space is required.

b. To utilize a density bonus over the base density, allowable only in RU, RR, RS-E and RS-LD, a minimum of twenty-five percent (25%) open space credits are required, which includes a minimum of ten percent (10%) unconstrained open space credits, calculated using the “Unconstrained Open Space Credit Calculations” table below. Constrained open space areas are based on a 1:1 ratio of open space area to actual acreage.

1. A five percent (5%) density bonus is awarded for twenty-five percent (25%) open space credits, under this alternative. Then, one

percent (1%) density bonus for every additional one percent (1%) of open space credits, up to a maximum density bonus of twenty percent (20%) for RU, RR and RS-E and fifteen percent (15%) for RS-LD zoning districts.

2. Open Space will be credited based upon the following:
  - i. Constrained open space shall be credited at one hundred percent (100%) of the land area.
  - ii. Restored open space shall be credited at two hundred percent (200%) of the land area; except where exceptions apply per subsection (f)(3), above.
  - iii. Recreational open space shall be credited at fifty percent (50%) of the land area.
  - iv. Unconstrained open space shall be credited based on the following table titled “Unconstrained Open Space Credit Calculations”.

**“Unconstrained Open Space Credit Calculations”**

<b>Unconstrained Open Space Category</b>	<b>Credit Calculation with Multiplier</b>
<b>Natural Resource Factors</b>	
Water Quality Buffer Extension (1)	Total Additional Buffer Area* 1.75
Water Quality Buffer Extension (303d listed water) (1)	Total Additional Buffer Area* 2.0
Upstream Headwater Protection (2)	Total Headwater Area* 2.0
<b>Steep Slopes – Erosive Soils</b>	
(Average $\geq 15\% \leq 20\%$ )	
B Hydrologic Group	Total Steep Slope Area* 1.25
C Hydrologic Group	Total Steep Slope Area* 1.5
(Average $\geq 21\% \leq 25\%$ )	
B Hydrologic Group	Total Steep Slope Area* 1.75
C Hydrologic Group	Total Steep Slope Area* 2.0
<b>Native, Mixed Forests (0.5 acre minimum) (3)</b>	
Clear Cut within last 2 years (Unmanaged)	Total Forest Area* 0.5
Clear Cut within last 2 years (Managed)	Total Forest Area* 0.75
Clear Cut within 2 to 10 years (Unmanaged)	Total Forest Area* 0.75
Clear Cut within 2 to 10 years (Managed)	Total Forest Area* 1.0
Clear Cut within 10 to 20 years (Unmanaged)	Total Forest Area* 1.25
Clear Cut within 10 to 20 years (Managed)	Total Forest Area* 1.5
Forest older than 20 years (Unmanaged)	Total Forest Area* 1.75
Forest older than 20 years (Managed)	Total Forest Area* 2.0

Pine, Monoculture Forests (0.5 acre minimum)	
Clear Cut within last 2 to 10 years (Unmanaged)	Total Forest Area* 0.5
Clear Cut within last 2 to 10 years (Managed)	Total Forest Area* 0.75
Clear Cut within last 10 to 20 years (Unmanaged)	Total Forest Area* 1.0
Clear Cut within last 10 to 20 years (Managed)	Total Forest Area* 1.25
Forest older than 20 years (Unmanaged)	Total Forest Area* 1.75
Forest older than 20 years (Managed)	Total Forest Area* 2.0
Protective Area of Groupings of Grand Trees (4)	Area* Percentage of All Grand Trees Protected* 1.75
Prime Agricultural Soils (0.5 acre minimum)	Total Prime Agricultural Soil Area* 1.5
Important Historic Sites/Structures not considered constrained	Total Historic Site Area* 1.5
Scenic Viewsheds (5)	Total Parcel Viewshed Area Protected* 1.0
Rock Outcrops	Total Rock Outcrop Area* 1.0
Pasture or Meadow (Unmanaged)	Total Area* 0.75
Pasture or Meadow (Managed)	Total Area* 1.25
<b>Engineered Factors</b>	
LID Practice (6)	
Green/Permeable Pavement (only in open space)	LID Practice Area* 1.5
Infiltration Bio-retention	LID Practice Area* 2.0
Neighborhood Greens	Neighborhood Green Area* 1.0
Trails	Trail Area* 1.25
Wet Stormwater Detention Ponds serving as an amenity (Managed)	Total Area* 0.5
<b>Notes:</b>	
(1) Not to exceed a total width of 300 feet, including the Constrained Water Quality Buffer. Must be within the stream watershed area.	
(2) Drainage area upstream of the jurisdictional line	
(3) Clear cut date based on best available data and estimated age of trees. To determine whether a forest, meadow, or pasture is managed, the applicant must provide proof to the Planning Department consistent with the Richland County Open Space Management Manual.	
(4) Cluster area = critical root zone; percent of all grand trees on the site.	
(5) Viewshed area = area on the parcel where the view is visible.	

- (2) Unconstrained open space areas may only be credited once per the calculations in this section. When an unconstrained open space area qualifies in two categories, it shall be credited as follows:
- a. Where both categories have a factor of 1.0 or greater, the greater credit shall be applied.
  - b. If one of the two categories has a factor of less than 1.0, the lesser credit shall be applied.

- (3) The following activities or land uses may not be counted as a part of designated open space:
  - a. Existing rights-of-way and utility easements
  - b. Setbacks and lawns
  - c. Dry stormwater detention ponds

(h) *Open Space Management.*

- (1) *Open Space Areas.* To maintain, enhance and sustain the environmental, conservation, wildlife, recreational, historic, public and community values and benefits of open space areas, property owners or his/her authorized agents using the provisions of this Section must develop an Open Space Management Plan. The Plan shall include guidance on how to best manage open space areas in their current condition, increase conservation values through enhancement of existing conditions or establish processes to modify open spaces to other intended open space functions and resultant conservation values and benefits. The plan shall incorporate approved and current best management practices (BMPs) for all constrained and unconstrained open space areas as set forth in the Richland County Open Space Management Manual.

The Open Space Management Plan must be approved by the Planning Department prior to approval of the Final Plat.

- a. *Open Space Area Management and Maintenance.* Management of the open space area includes specific limitations on alteration of the natural conditions. The following practices and activities are restricted within open space areas, except with prior approval by the Planning Department:
  - 1. Clearing or grubbing of existing vegetation,
  - 2. Clear cutting of vegetation,
  - 3. Soil disturbance by grading, stripping, or other practices,
  - 4. Filling or dumping,
  - 5. Use, storage, or application of pesticides, herbicides, and fertilizers,
  - 6. Conversion of vegetation from native to exotic species, and

7. Motor vehicles are not permitted in open space areas unless during the installation of certain permitted utilities.
- b. The following structures, practices, and activities are permitted in open space areas, subject to prior approval from the County, and when specific design or maintenance features are adhered to:
  1. All activities within water quality buffers located within open space areas shall be consistent with Section 26-187.
  2. Pedestrian crossings, public or neighborhood bicycle or pedestrian access, passive recreational amenities, such as pervious-surface paths and minimum green infrastructure parking spaces, stream bank stabilization efforts and LID stormwater control practices.
  3. Utilities are allowed; however, utility easements shall not qualify as open space areas.

(2) *Open Space Area Plat Requirements.* All preliminary, bonded and final plats prepared for recording and all right-of way-plats (submitted under this Section) shall clearly:

- a. Delineate and label all open space areas,
- b. Provide a note to state: “There shall be no clearing, grading, disturbance or construction or construction runoff impacts to the open space areas except as allowed by the Public Works Department”,
- c. Provide a note to state: “All open space areas shown on the plat are subject to perpetual conservation easements which are contained in land records or covenants pertaining to the development”,
- d. Provide a note indicating ownership of the open space areas by the property owners association, and
- e. Show the location of all permanent open space boundary marker signs.
- f. All water quality buffer access easements shall be consistent with Section 26-187.

- (3) *Open Space Area Protection Requirements during Construction.* The following steps shall be taken during the site plan development and site construction process to protect existing open space areas:
- a. Open space areas must be clearly identified on all plan submittals and construction drawings and marked with the statement “Open Space Area. Do Not Disturb or Encroach”.
  - b. Open space areas cannot be encroached upon or disturbed at any time, unless in accordance with Section 26-187 (c), Section 26-187 (k) or without approval from the County.
  - c. Open space areas must be clearly marked with a warning barrier prior to any construction activities. The marking(s) shall be maintained until completion of all construction activities. All contractors and others working on the construction site must be made aware of the existence of the open space areas and the restrictions on disturbing these areas.
  - d. All open space areas must be left in the existing condition upon completion of construction activities. Should any activities during construction, including encroachment, cause damage or degradation to any of the open space areas, these areas must be restored based upon pre-existing conditions or to conditions acceptable through a Richland County-approved restoration plan.
  - e. If any trees are allowed to be removed, the tree location shall be shown and a note shall be provided stating that the tree must be hand cleared.
  - f. Where stormwater is concentrated into open space areas, best management practices must be placed to protect it, as approved by the County.
  - g. The open space areas shall be shown and labeled on the engineering plans, preliminary, bonded and final plat.
- (4) *Open Space Area Protection Requirements after Construction.* Open space areas must be protected in perpetuity by either of the following options and be in compliance with the Open Space Management Plan:
- a. Option 1. *Previous Granting to Qualified Organization or Entity.* Any proposed open space area found in this section and having previously been granted in a conservation easement running in perpetuity to a third party “qualified organization” recognized by Federal Treasury Regulation Section 1.170A-14(c)(1), or



successor provision, may qualify as open space area under this section with certain exceptions. The owner must submit a copy of the recorded easement, baseline assessment and annual monitoring inspections for the previous three years to the Planning Department for review. Based on a review of the information, the Department will determine if the proposed open space areas and permitted uses protected in the easement qualify under this section.

Potential exceptions include, but are not limited to, active timberlands or areas of the easement on which the conservation values have been damaged by poor cutting and harvesting practices (conflicting with current BMP's), encroachment by development, illegal dumping, above or below-ground utility easements, runoff and erosion, fires, storms, insect infestation or other damaging activity which has or continues to diminish the conservation value of the open space area. Failure of the monitoring organization to adequately enforce the provisions of the conservation easement shall be grounds for refusing to accept such easement into the program.

The Property Owner or Property Owners' Association (POA) shall be responsible for the continuous and perpetual protection, management, maintenance and annual monitoring of all open space areas.

- b. *Option 2. Easement Granted to Richland County.* Any proposed open space area found in this section may be granted in a conservation easement running in perpetuity to the Richland County Conservation Commission at the time of application for an Open Space development. The purpose of the granting to the Richland County Conservation Commission is to ensure the protection and proper management of the open space areas and has no impact or bearing on the acceptance of any open space areas or approval under this section by Richland County.

The property owner or POA (once deeded) agrees to pay a one-time stewardship fee, to be established by the Richland Conservation Commission, to cover the cost of annual monitoring, compliance and enforcement of the conservation easement.

The property owner or POA assumes the responsibility for the continuous and perpetual protection, management, and maintenance of all open space areas consistent with the guidance contained in the Richland County Open Space Management Manual.

- c. Option 3. *Conveyance to the Property Owners' Association.* If not utilizing Option 1 or 2 of this subsection, the property owner shall convey ownership in a deed all open space areas in fee-simple to the POA which shall be recorded and delivered prior to, or concurrent with, the recording of the Bonded Plat for the first phase of the subdivision. To meet the purposes of this section, the deed and covenants of the POA shall contain the following language:

“The conservation values and benefits of the areas conveyed by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed, or modified without prior approval from the Planning Department. The open space areas identified in this covenant are intended for public benefit, but for association members use, and it shall run in perpetuity.”

The POA may establish criteria for public use of open space areas protected under this section. The POA assumes the responsibility for the continuous and perpetual protection, management, maintenance and annual monitoring of all open space areas consistent with the guidance contained in the Richland County Open Space Management Manual.

- d. Option 4. *Retention by the Property Owner.* If not utilizing the Options above in this subsection, the property owner shall retain ownership of all open space areas, which shall be recorded and delivered prior to, or concurrent with, the recording of the Bonded Plat for the first phase of the subdivision. To meet the purposes of this section, the deed shall contain the following language:

“The conservation values and benefits of the areas covered base by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed, or modified without prior approval from the Planning Department. The open space areas identified in this covenant are intended for public benefit, but for residents use, and it shall run in perpetuity.”

The property owner may establish criteria for public use of open space areas protected under this section. The property owner assumes the responsibility for the continuous and perpetual protection, management, maintenance and annual monitoring of all open space areas consistent with the guidance contained in the Richland County Open Space Management Manual.

- e. Regardless of which option above is utilized, conservation easements and/or open space areas are the property of the property owner or POA. If a POA is established to manage open space areas, the following criteria are recommended:
  - 1. Membership in the POA is mandatory and automatic for all property owners for the subdivision and their successors;
  - 2. The POA shall have lien authority to ensure the collection of dues from all members; and
  - 3. The POA is responsible for informing each property owner at the time of closing of the location of the open space areas and the requirement not to disturb or encroach upon these areas.
- f. Richland County retains an independent right of entry and enforcement under such conservation easements independent of the property owner or POA and such right of enforcement shall be included in all conservation easements granted under this section and contained in the covenants for the subdivision.

(5) *Open Space Baseline Surveys and Annual Monitoring.* To quantify the pre-construction condition and conservation values of the open space areas, the developer shall:

- a. Conduct a baseline survey by the applicant prior to any earth-moving, tree clearing, infrastructure installation or home construction. The baseline survey shall photo-document the condition of the open space areas prior to the above activities. Photos must be of adequate quality, number and distribution to adequately document all open space areas. Each photograph should be geocoded to indicate both the location and bearing of the photograph and each digital photographic file must be submitted electronically in a high-resolution digital format.
- b. Annual monitoring shall be conducted by the developer, POA or qualified entity and document the existing condition of the protected open space area. The annual monitoring shall photo-document the condition of the open space areas. Photos must be taken at the same location and bearing as the original baseline survey. Each photograph should be geocoded to indicate both the location and bearing of the photograph and each digital photographic file must be submitted electronically in a high-resolution digital format.

As an alternative, the POA can retain the services of a qualified entity (which could include Richland County) to perform the annual monitoring survey.

The annual monitoring should document any violations or changes that have taken place since the last monitoring report, such as:

1. Homeowner or POA encroachment,
  2. Removal of sand, gravel, loam, rock, etc,
  3. Trash accumulation, dumping, organic debris,
  4. Alteration of the open space,
  5. Storm damage, erosion, etc,
  6. Construction of roads, parking lots, utility lines, trails,
  7. Removal or planting of trees or other vegetation,
  8. Invasion of non-native species, and/or
  9. Current use of adjacent properties and whether there are any problems with encroachment and/or trespassing.
- c. All baseline surveys and annual monitoring documents shall be submitted to the Planning Department.
- (6) *Signage.* For subdivisions, final permanent open space area boundary marker signs are to designate open space areas prior to bonding of the subdivision and/or finalizing the subdivision with the intent to transfer property. Permanent boundary markers are required to ensure that property owners are aware of the buffer. The Planning Department has the authority to require the POA to replace boundary markers that have been removed or destroyed.

The following requirements shall apply to buffer boundary markers:

- a. Open space area boundary markers shall be located in such a manner as to accurately delineate the boundary. For commercial developments, markers shall be posted every one hundred (100) feet along the buffer boundary. For subdivisions where multiple lots are located along the boundary, a boundary marker must be located at the intersection of every other lot line and the boundary. The developer or POA may petition the Planning

Department for a lesser marker density as long as the markers are adequate to clearly mark the boundary.

- b. Open space area boundary markers shall include the statement “Open Space Area – Do Not Disturb or Encroach”.
- c. The markers should be mounted to a treated wood or metal signpost or on a non-grand tree, if not encroaching on the open space, between four (4) and six (6) feet above the ground surface. The post must extend below the ground surface at least twenty four (24) inches.
- d. The boundary markers must be at least eight by twelve inches (8”x12”) and have a white or yellow background with dark lettering.
- e. When water quality buffers are contained within an open space area, the Public Works Department may forgo boundary markers for the water quality buffer. This decision is at the discretion of the Public Works Director.
- f. In dark lettering, include a number for Ombudsman to call for encroachment or issues.

(7) *Open Space Area Restoration and Enhancement Plans.* Prior to reestablishing or planting the open space area, a restoration or enhancement plan must be submitted to and approved by the Planning Department. Buffer restoration and/or enhancement plans must include the following:

- a. A drawing or plan that shows the location of the open space area in relation to the existing or planned development; the disturbance limits for the planned buffer restoration; direction of flow of runoff from the area; erosion prevention and sediment control measures to be installed to protect the open space area; access to a water source for the purposes of irrigating vegetation; and other pertinent information. For large scale restoration and enhancement projects the plan(s) must be stamped by a registered landscape architect or engineer.
- b. A visual plan and a narrative describing the vegetation plan to restore or enhance the open space area: the area must be planted with native trees, grasses and shrubs. Suitable native plants can be chosen from plant species recommended and approved by the Planning Department.

c. The schedule for when plantings will occur and a two (2) year survival guarantee provided by the responsible party.

(8) *Penalty for noncompliance.* In the event that the party responsible for maintenance of the open space fails to maintain all or any portion of such area as enumerated, upon ninety (90) days' notice served to the owner, Richland County may assume responsibility for the maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of said corrective action and maintenance by Richland County may be charged to the owner or property owners' association.

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

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

(2) The following densities will apply to the application of these standards, based on the applicable property zoning:

a. RU = 1.32

b. RR = 1.32

c. RS-E = 2.20

d. RS-LD = 3.63

e. RS-MD = 5.12

f. RS-HD = 8.7

(3) The total number of units allowed shall be determined by using the density of the zoning district and the following formula:

$$T = D * A * B$$

Where:

T = total units (dwelling units)

D = density (dwelling units/gross acre)

A = total site area (acres)

B = density bonus per Section 26-186(g) (percent)

(4) Lot Size: No minimum.

(5) Lot Width: No minimum.

- (6) Minimum Yard Areas (Setbacks):
- a. Front:
    - For front loaded – 20 feet to garage, where the front porch can extend into setback no more than 10 feet.
    - For Side or Rear loaded – 10 feet, inclusive of front porch.
    - For secondary front – half (0.5) the front or 10 feet on the road intersecting the local residential road.
  - b. Rear: 20 feet for front loaded lots (or 5 feet from rear garage on alley).
  - c. Side: 5 feet.
  - d. For a zero “lot line” parallel development:
    - No side setbacks; front and rear setbacks are as stated in paragraphs (6) a. and (6) b., above.
- (7) Buffer Transition Yards: A twenty five foot (25’) minimum, vegetated buffer transition yard is required along any lot line that abuts an existing residential use.
- a. *Location:* As set forth in Sections 26-176(f)(2)(a) and (b). Residential yards (front, side or rear) shall not apply towards buffer transition yards.
  - b. *Buffer yard credits:* All existing healthy, mature trees retained in buffer areas, can be credited toward meeting the buffer yard requirements, upon determination that adequate screening is provided. This may require a field visit and determination by the Planning Department.
  - c. *Buffer yard reductions:* Reductions of the minimum transition buffer yard widths are not permitted.
  - d. *Buffer material specifications:* As set forth in Section 26-176(f)(7).
- (8) 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).

- (9) Street trees shall be provided along all roads at intervals of thirty-five (35) feet and shall be 2½ inch caliper/10 feet in height at time of planting.
- (10) Proposed utilities shall be located underground.
- (11) Roads shall follow the provisions of Section 26-181.
- (12) Street Lighting - if street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).
- (13) Stormwater Controls: Low Impact Development (LID) techniques are the preferred stormwater Best Management Practice (BMPs) within open space developments. In order to use LID as open space credit, the applicant must assess the feasibility of LID practices as the exclusive stormwater BMPs or the use of LID techniques as part of an integrated stormwater management system incorporating traditional stormwater BMPs unless shown to not meet Richland County's stormwater standards, or pertinent State or Federal statutes or regulations. The applicant must submit data and design standards detailing the engineering and technical specifications on the use of LID techniques. Such data and design include:
  - a. An assessment of the existing pre and post development runoff and the feasibility of the existing onsite soils, or engineered soils, to handle LID techniques.
  - b. Stormwater controls shall meet Richland County's standards.
  - c. All stormwater systems, including LID, should be owned and maintained by the POA.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; Section 26-222, General Requirements; Subsection (g), Natural Resource Inventory; is hereby amended to read as follows:

(g) *Natural Resource Inventory.* All subdivisions require sketch plan submittals must include a natural resource inventory, ~~which must be~~ conducted by a qualified professional. ~~The Natural Resource Inventory shall consist of the following:~~

~~(1) A separate engineering design sheet listing the location of the natural resources. This would be determined as follows:~~



~~a. The County shall conduct a desktop analysis using existing county GIS data: locate wetlands (use National Wetlands Inventory maps), floodplains, steep slopes, water bodies, etc. This will provide a preliminary analysis of what is on the site and include a jurisdictional determination and tree protection plan. The Developer shall hire consultants to conduct a full field site inventory based on what was identified during the desktop analysis; or~~

~~b. The County and the Developer shall conduct a natural resources field visit.~~

~~c. The County may field review the inventory, as needed.~~

(21) The following list of features, if relevant, shall be included in the Natural Resources Inventory:

- a. 100 year floodplain;
- b. Riparian buffers;
- c. Cemeteries and burial grounds;
- d. Open space corridors of twenty-five (25) foot width or greater and all easements;
- e. Protected trees, as identified in Section 26-176(k)(1);
- f. Steep slopes of greater than twenty-five percent (25%);
- g. Wetlands, including isolated wetlands.
- h. Archeological sites, historical sites and features eligible for or listed in the National Register of Historic Places;
- i. Rare, threatened, or endangered species/habitats, as identified by federal and state listings;
- j. Scenic view sheds;
- k. Unique natural features;

- l. Forestlands; and
- m. Prime agricultural lands.

(32) ~~Once the submittal package is complete, including a Natural Resource Inventory, it shall be scheduled for review by the development review team.~~ The development review team shall have the authority to require protections based on the requirements of this Chapter and the results of the Natural Resource Inventory.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Michelle M. Onley  
Clerk of Council

Public Hearing: May 28, 2013  
First Reading: May 28, 2013  
Second Reading: June 4, 2013 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Richland County Public Library Bonds [**PAGES 211-214**]

- a. An Ordinance Providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina, in an aggregate principal amount of not exceeding Fifty-Nine Million Three Hundred Twenty One Thousand Nine Hundred Dollars (\$59,321,900); delegating to the County Administrator certain authority related to the bonds; providing for the payment of said bonds; and other matters relating thereto [**FIRST READING**] [**PAGES 215-246**]
- b. A Resolution Declaring the Intention of Richland County, South Carolina to reimburse itself for certain expenditures with the proceeds of debt to be issued by the issuer [**PAGES 247-248**]
- c. A Resolution Ordering a Bond Referendum to be held in Richland County, South Carolina, on the question of the issuance of not exceeding \$59,321,900 of General Obligation Bonds of Richland County, South Carolina; providing for the form of the ballot to be used; providing for notice of the referendum; and providing for other matters relating thereto [**PAGES 249-260**]

## **Notes**

May 28, 2013 - The Committee approved the recommendation that Council approve the bond referendum on the question of the issuance of not exceeding \$59,321,900 of general obligation bonds of Richland County to acquire, construct, improve, and renovate existing and proposed facilities and equipment of Richland Library. The Committee directed staff to determine the per-household cost for the passage of the proposed Referendum.

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

# Richland County Council Request of Action

**Subject:** Richland Library Bond Referendum

## **A. Purpose**

County Council is requested to order a bond referendum on the question of the issuance of not exceeding \$59,321,900 of general obligation bonds of Richland County to acquire, construct, improve, and renovate existing and proposed facilities and equipment of Richland Library.

In connection with the foregoing, County Council is requested to:

1. Adopt a reimbursement resolution allowing for Richland Library to reimburse certain expenses, including the cost of holding the special election, out of bond proceeds, if and when issued.
2. Adopt a resolution ordering a referendum on the question of the issuance of the bonds.
3. Give first, second and third reading (including a public hearing before second reading) to an ordinance providing for the issuance and sale of the bonds, the provisions of which shall be subject to and contingent upon the successful result of the referendum.

## **B. Background / Discussion**

The Richland Library Board of Trustees submitted a petition to County Council dated May 13, 2013, requesting that County Council order a referendum on the question of the issuance of general obligation bonds in furtherance of Richland Library's capital improvement program. A copy of the petition is attached hereto for your review.

Richland Library has created and partially implemented a capital improvement program for the Library system. Eastover was the first project on this plan, and that project has now been completed utilizing funds from a USDA grant and funding from a bond issued by the County, which designated \$3,000,000 to Library projects. In addition to the Eastover project, land has also been purchased for the Ballentine project from the above mentioned bond proceeds (as designated by the County for library projects). The proposed general obligation bonds would fund a large portion of the Richland Library's remaining capital improvement needs. Moreover, the proposed issuance of general obligation bonds represents the first major capital improvement initiative for the Richland Library in over 20 years (since 1990).

To date, Library personnel have worked with members of County Council (including Library liaisons) the County Attorney, and the Finance Director.

## **C. Legislative / Chronological History**

The Richland County Library Board of Trustees adopted a resolution dated May 13, 2013. Per the resolution, the Board approved a petition requesting the County Council to approve the referendum. A copy of the resolution and the petition are attached to this request for action.

**D. Financial Impact**

The cost of the Richland Library’s proposed capital program is estimated to equal the sum of \$58,321,900. After allowing for other contingencies, the costs of holding an election, and costs of issuing the bonds, it is expected that the aggregate amount of the bonds requested shall not to exceed the sum of \$59,321,900. The expected millage impact is currently under development.

**E. Alternatives**

1. Approve the holding of the referendum (through the resolution providing for such occurrence) and take action on the associated reimbursement resolution and bond ordinance related to the proposed financing.
2. Do not approve the holding of the referendum.

**F. Recommendation**

Recommended by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by (Finance Director): \_\_\_\_\_ Date: \_\_\_\_\_  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: \_\_\_\_\_

**Procurement**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: \_\_\_\_\_

**Grants**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: \_\_\_\_\_

**Legal**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: \_\_\_\_\_

**Administration**

Reviewed by:

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

DRAFT

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-13HR

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING FIFTY NINE MILLION THREE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED DOLLARS (\$59,321,900); DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF SAID BONDS; AND OTHER MATTERS RELATING THERETO.

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EXHIBIT A – FORM OF THE BONDS

EXHIBIT B – FORM OF CONTINUING DISCLOSURE UNDERTAKING

DRAFT

BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:

#### ARTICLE I - FINDINGS AND DETERMINATIONS

Incident to the adoption of this bond ordinance (this "**Ordinance**") and the issuance of the debt authorized hereby, the County Council of Richland County (the "**Council**"), the governing body of Richland County, South Carolina (the "**County**"), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct.

##### Section 1.01 Findings.

1. The County is a body politic and corporate of the State of South Carolina (the "**State**") and as such possesses all general powers granted to counties of the State.

2. The Council previously received a petition (the "**Petition**") from the Board of Trustees (the "**Board**") of the Richland Library (the "**Library**") requesting that a referendum be held on the question of the issuance of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900) of general obligation bonds (the "**Bonds**") to defray the costs associated with acquiring, constructing, improving, and renovating existing and proposed facilities and equipment of the Library (the "**Projects**"). On June 4, 2013, the Council adopted a resolution ordering that a referendum be held on November 5, 2013 (the "**Referendum**"), on the question of the issuance of Bonds to defray the costs of the Projects and the costs of issuance thereof.

3. Council has determined to condition the Referendum was conducted in accordance with law on November 5, 2013, and resulted in a favorable vote with respect to the issuance of the Bonds upon the results of the Referendum.

4. Should the Referendum result favorably to the issuance of the Bonds, the County shall Accordingly, the Council has determined to issue the Bonds to defray the costs of the Projects and the costs of issuance thereof. Further, any and all Bonds issued shall be subject to the terms, provisions and conditions of this Ordinance.

5. In so authorizing the issuance of the Bonds, the Council has determined that the Projects constitute a public purpose of the County and the benefits arising from the Projects will accrue to all persons and property within the County.

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##### Section 1.02 Recital of Applicable Constitutional Provisions.

Pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "**Constitution**"), each county possesses the power to incur bonded indebtedness in such manner and upon such terms as the General Assembly shall prescribe by general law. Such debt must be incurred for a public and corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property in such county. In the event such indebtedness is approved by referendum, however, section 14(6) of Article X of the Constitution provides that a county may incur general obligation bonded indebtedness without regard to its constitutional debt limitation.

##### Section 1.03 Recital of Applicable Statutory Provisions.

Pursuant to Title 4, Chapter 15 of the South Carolina Code (the "**County Bond Act**"), the governing body of any of the counties of the State may issue general obligation bonds to defray the cost of any authorized purpose.

Section 1.04 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided not less than 15 days prior to such public hearing by publication of a notice in *The State*, a newspaper of general circulation in the County.

Section 1.05 Notice of Adoption of Ordinance.

Section 4-9-1220 of the South Carolina Code provides that within 60 days following the adoption by a county council of an ordinance authorizing the issuance of general obligation debt, a petition signed by not less than fifteen percent of the qualified electors of the County may be filed with the Clerk to Council requesting that such ordinance be repealed. However, Section 4-9-1220 does not apply to ordinances providing for bond issues approved by referendum. Accordingly, notice of adoption of this ordinance may be given in the discretion of the County Administrator, but is not required.

[End of Article I]

**ARTICLE II - DEFINITIONS AND AUTHORITY**

**Section 2.01** **Definitions.** As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

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“Authorized Investments” means any investments that are at the time legal for investment of the County’s funds under the laws of the State of South Carolina and of the United States.

“Authorized Officer” means the Chairman and Vice Chairman of County Council and the County Administrator and any other officer or employee of County Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Bond” or “Bonds” means the general obligation debt of the County authorized by this Ordinance.

“Bondholder” or “Holder” or “Holder of the Bonds” or “Owner” or similar term means, when used with respect to the Bonds, any person who shall be registered as the owner of any Bonds Outstanding.

“Bond Payment” means the periodic payments of principal of and interest on the Bonds.

“Bond Payment Date” means each date on which a Bond Payment shall be payable.

“Code” means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

“Corporate Trust Office” when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“County” means Richland County, South Carolina.

“County Administrator” means the Administrator of the County

“County Attorney” means the County Attorney for Richland County, South Carolina.

“County Council” means the County Council of Richland County, the governing body of the County or any successor governing body of the County.

“Enabling Act” means Article X, Section 14 of the Constitution, Title 4, Chapter 15 of the South Carolina Code as amended and supplemented by Section 11-27-40 of the South Carolina Code.

“Escrow Agent” means a financial institution selected by the County to hold funds for the purpose of defeasing the Bonds in accordance with Article VII of this Ordinance.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Ordinance” means this ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Original Issue Date” mean the date of delivery of the Bonds to the initial purchaser thereof.

“Outstanding”, when used in this Ordinance with respect to the Bonds, means as of any date, the Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (b) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.10 of this Ordinance.

“Paying Agent” means any bank, trust company or national banking association which is authorized to pay the principal of or interest on any Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, Paying Agent may be the Treasurer of the County.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Projects” mean those certain public improvements as defined in Section 1.01 hereof.

“Record Date” means the 15th day immediately preceding each Bond Payment Date.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Resolution and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, the Registrar may be the Treasurer of the County.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or another recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Securities Depository Nominee hereunder.

“Series” or “Series of Bonds” shall mean Bonds issued hereunder as a single issue, i.e., sold and closed on the same dates under a common designation.

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

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

[End of Article II]

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## ARTICLE III - ISSUANCE OF BONDS

### Section 3.01 Ordering the Issuance of Bonds.

~~Should the Referendum result favorably Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Projects and the costs of~~ Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Projects and the costs of issuance of the Bonds, there shall be issued general obligation bonds of the County in an aggregate principal amount of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900), as one Series, or from time to time as several Series. ~~Such Bonds shall be issued for the purpose of obtaining funds to defray the costs of the Projects and the costs of issuance of the Bonds. Further, the~~ Such Bonds shall be designated "Richland County, South Carolina General Obligation Bonds (Richland Library Projects), Series 2013" or such other designation as determined appropriate by the County Administrator.

### Section 3.02 Maturity Schedule of Bonds.

The Bonds shall be dated as of and bear interest from the date of their delivery. The principal amount, term, rate of interest and payment details of the Bonds shall be determined by the County Administrator with advice from Bond Counsel, provided, however, that in no event shall the aggregate amount of the Bonds exceed the aggregate principal amount of \$59,321,900. Bond Payments shall be scheduled to occur no less frequently than annually. The Bonds shall be dated and authenticated as of the Original Issue Date, unless the Administrator and the purchaser of the Bonds agree otherwise.

### Section 3.03 Provision for Payment of Interest on Bonds.

The Bonds shall be authenticated on the Original Issue Date. The Bonds shall bear interest from the Original Issue Date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bonds' authentication. Interest payments on the Bonds shall be made in accordance with Section 3.04(c) hereof to the Person in whose name the Bonds are registered in accordance with Section 3.07 hereof at the close of business on the Record Date with respect to such payment.

### Section 3.04 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal.

(a) The Bonds shall be payable as to principal and interest at the rate per annum determined in the manner prescribed by Section 5.01 hereof (on the basis of a 360-day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds may be issued in the form of a single, fully registered, typewritten bond or as multiple, fully registered, typewritten bonds as requested by the purchaser thereof upon advice of bond counsel, and shall be identified by certificate numbers.

(c) The principal of and interest on the Bonds shall be payable to the Persons appearing on the Record Date on the registration books of the County, which books shall be held by the Registrar as provided in Section 3.07 hereof, as the Holders thereof, by check or draft mailed to the Holders' address as it appears on such registration books in sufficient time to reach the Holders on the Bond Payment Date.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

As long as the Bonds remain Outstanding, there shall be a Registrar and a Paying Agent, each of which shall be a financial institution maintaining Corporate Trust Offices where (1) the Bonds may be presented for registration of transfers and exchanges, (2) notices and demands to or upon the County in respect of the Bonds may be served, and (3) the Bonds may be presented for payment, exchange and transfer. Initially, the financial institution designated by one or more of the Authorized Officers shall act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name and on behalf of the County by the manual signature of the Chair of County Council, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk to County Council. The Bonds bearing the manual signature of any Person who at the time the Bonds were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Chair of or Clerk to County Council prior to the authentication and delivery of the Bonds or was not such Chair of or Clerk to County Council at the date of authentication and delivery of the Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar; and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 3.07 Exchange of Bonds.

Each Bond, upon surrender thereof at the office of the Registrar along with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as such Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Transfer of Bonds.

The Bonds shall be transferable only upon the books of the County, which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bonds, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond.

Section 3.09 Transferability and Registry.

Each Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in such Bond. So long as such Bond remains Outstanding, the Registrar shall maintain and keep, at its offices, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of such Bonds at the office of the Registrar.



Section 3.10 Regulations with Respect to Transfers.

The Bonds, if surrendered in any transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the Holder requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bond.

(a) If a Bond is mutilated and thereafter surrendered to the County or if the County receives evidence to its satisfaction of the destruction, loss or theft of a Bond and there is delivered to the County such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the County shall execute, and the Registrar shall authenticate and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of the mutilated, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond. The Registrar shall thereupon cancel the mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County connected therewith.

(c) Each new Bond issued pursuant to this Section 3.11 in lieu of any destroyed, lost, or stolen Bond shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. Each Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

Section 3.12 Holder As Owner of Bonds.

The County, the Registrar and the Paying Agent may treat the Holder of the Bonds as the absolute owner thereof, whether the Bonds shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bonds and for all other purposes, and payment of the principal and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.13 Cancellation of the Bonds.

The Registrar shall destroy the Bonds upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. The Bonds shall not be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or principal of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.15 Tax Exemption in South Carolina.

Both the principal of and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.16 Security; Order to Levy Tax.

For the payment of the principal of and interest on the Bonds as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are hereby irrevocably pledged. There shall be levied an *ad valorem* tax upon all taxable property located within the County sufficient to pay the principal of and interest on the Bonds as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.17 Notice to Auditor and Treasurer to Levy Tax.

The Auditor of the County and the Treasurer of the County shall be notified of the adoption of this Ordinance and the issuance of the Bonds and shall be directed to levy and collect annually upon all taxable property in the County *ad valorem* property taxes sufficient to meet the payment of the principal and interest on the Bonds, as the same become due, and to create such sinking funds as may be necessary therefor.

Section 3.18 Book-Entry Only System

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by the Securities Depository, and shall be registered in the name of the Securities Depository Nominee.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the Holder of the Bonds for the purposes of: (i) paying the Principal Installments, interest, and premium, if any, on such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Bondholders under this Ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the Holders of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Bonds.

(d) The County shall pay all Principal Installments, interest and redemption premium, if any, on Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the Registrar shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar for the delivery of physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Holders of Bonds by the County or by the Registrar with respect to any consent or other action to be taken by the Holders of Bonds, the County or the Registrar, as the case may be, shall establish a Record Date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(h) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.19 Form of Bonds.

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

[End of Article III]

## ARTICLE IV – REDEMPTION OF BONDS

### Section 4.01 Redemption of Bonds.

The Bonds shall be subject to redemption prior to maturity upon such terms as may be designated by the County Administrator.

### Section 4.02 County's Election to Redeem.

In the event that the County shall, in accordance with the provisions of Section 4.01 hereinabove, elect to redeem Bonds, it shall give notice to the Registrar and the Paying Agent of each optional redemption. Such notice shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 45 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

### Section 4.03 Partial Redemption of Bonds.

In the event part, but not all of a Bond Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Holder thereof or his or her attorney duly authorized in writing (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Holder thereof or his or her attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. Bonds so presented and surrendered shall be cancelled in accordance with this Ordinance.

### Section 4.04 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase, the County shall deliver such Bonds to the Registrar for cancellation.

[End of Article IV]

## **ARTICLE V - SALE OF THE BONDS**

### Section 5.01    Determination of Time to Receive Bids – Form of Notice of Sale.

The Bonds shall be sold at public sale, at a price of not less than par. Bids shall be received at such time and on such date as is selected by the County Administrator. The form of the official Notice of Sale, and the conditions of sale, shall be determined by the County Administrator. The Bonds shall be advertised for sale in a newspaper having general circulation in the State, which advertisement shall appear at least once, not less than 7 days before the date set for said sale. The date of sale may be adjusted in accordance with Section 11-27-40 of the South Carolina Code.

In lieu of publishing the official Notice of Sale in its entirety, the County Administrator may elect to publish an abbreviated form of notice and provide the full text of the official Notice of Sale only to those persons who request the same or who are identified as prospective bidders for the Bonds. A summary of the official Notice of Sale shall be published not less than 7 days prior to the date fixed for sale, in a newspaper having general circulation in the State and, if deemed appropriate by the County Administrator, in a financial publication published in the City of New York, State of New York.

### Section 5.02    Award of the Bonds – Public Sale.

Upon the receipt of bids for the purchase of the Bonds, unless all bids are rejected, the County Administrator shall award the Bonds to the bidder offering to purchase the Bonds upon the terms and conditions that the County Administrator determines are in the best interests of the County.

### Section 5.03    Official Statement and Official Notice of Sale

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

[End of Article V]

**ARTICLE VI - DISPOSITION OF PROCEEDS OF SALE OF BONDS**

**Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.**

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be paid to the Treasurer of the County, to be deposited in a special fund to the credit of the County, and shall be expended and made use of by the County as follows:

- (a) Any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;
- (b) Any premium shall be applied to the payment of the first Principal Installment of such Bonds; and
- (c) The remaining proceeds shall be expended and made use of by the County to defray the costs of Projects and the costs of issuance of the Bonds.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments; provided, that neither the Purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

## ARTICLE VII - DEFEASANCE OF BONDS

### Section 7.01 Discharge of Ordinance - When and How the Bonds are Deemed to Have Been Paid and Defeased.

(A) If all of the Bonds issued pursuant to this Ordinance and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz:

(1) The Paying Agent shall hold, at the stated maturity of each of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installments and interest thereof; or

(2) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent or Escrow Agent at the same time, shall be sufficient to pay when due the Principal Installments or redemption price and interest due and to become due on the Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the County shall elect to redeem Bonds prior to their stated maturities, the County shall proceed in the manner prescribed by Article IV hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent or Escrow Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment or redemption price, and interest on said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment or redemption price, and interest to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment or redemption price, and interest may be paid over to the County, as received by the Paying Agent, free and clear of any trust, lien or pledge.

(B) In addition to the above requirements of paragraphs (1), (2), and (3) in order for this Ordinance to be discharged, all other fees, expenses and charges of the Paying Agent, or Escrow Agent, shall have been paid in full at that time.

(C) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent or Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent or Escrow Agent for the payment of the Principal Installments, and interest on, the Bonds, to pay to the owners of Bonds the funds so held as and when payment becomes due.

(D) Any release under this Section shall be without prejudice to the rights of the Paying Agent or Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable

expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(E) Any moneys which at any time shall be deposited with the Paying Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Paying Agent or Escrow Agent in trust for the respective Holders of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Paying Agent or Escrow Agent to transfer the funds to the County.

[End of Article VII]

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## ARTICLE VIII - CERTAIN TAX AND DISCLOSURE COVENANTS

### Section 8.01 Covenants to Comply with Requirements of the Code.

The County acknowledges that it has on-going responsibilities with respect to the Code and the preservation of the tax-exempt status of the Bonds. The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information reports with the Internal Revenue Service) which failure will, cause interest on the Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided by the net proceeds of the Bonds will be owned in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Bonds or any facility financed with the proceeds of the Bonds to be used in any manner that would result in: (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any other party other than a governmental unit as provided in Section 141(c) of the Code.

Upon any sale or other transfer of a portion of the Projects, or any part thereof, in a private trade or businesses of non-governmental persons (within the meaning of Section 141 of the Code), the County hereby agrees that it will redeem the non-qualifying portion of the Bonds (within the meaning of Treasury Regulation 1.141-12), regardless of the amount of disposition proceeds actually received, within 90 days after the date of such action. The County hereby covenants that, to the extent necessary to preserve the exclusion from income for federal income tax purposes of interest paid on the Bonds, the mandatory redemption of all or an allocable portion of the Bonds will meet all of the conditions for remedial action under Sec. 1.141-12(a) of the Treasury Regulations.

(c) The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13.

(d) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

### Section 8.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures of the proceeds of the Bonds authorized hereby will be made, and it has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148(c) of the Code, so that the Council will be able to certify upon reasonable grounds that the Bonds are not "arbitrage bonds" within the meaning of Section 148(c) of the Code.

Section 8.03 Continuing Disclosure.

The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure certificate, substantially in the form attached hereto as Exhibit B, executed by the County Administrator and dated the date of delivery of the Bonds, which will meet the requirements of: (i) Rule 15c2-12 promulgated by the Securities and Exchange Commission and (ii) Section 11-1-85 of the South Carolina Code, as amended, which requires, among other things, that the County file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) system, a copy of its annual independent audit within 30 days of its receipt and acceptance and event-specific information, within 30 days of an event adversely affecting more than 5% of its revenues or 5% of its tax base.

The only remedy for failure by the County to comply with the covenant in this Section 8.03 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in said Section 11-1-85, without the consent of any Bondholder.

[End of Article VIII]

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## ARTICLE IX – MISCELLANEOUS

### Section 9.01 Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

### Section 9.02 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

### Section 9.03 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bonds. Such provisions are covenants and agreements with such Holders which the County hereby determines to be necessary and desirable for the security and payment thereof.

### Section 9.04 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the office of the Clerk to Council and in the office of the Clerk of Court for the County (as a part of the Transcript of Proceedings).

### Section 9.05 Further Action by Officers of County.

The Authorized Officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which include but are not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof.

### Section 9.06 General Repealer.

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

### Section 9.07 Effective Date of Ordinance.

This Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances.

[End of Article IX]

DONE AT COLUMBIA, SOUTH CAROLINA, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**RICHLAND COUNTY COUNCIL**

\_\_\_\_\_  
Kelvin Washington, Chair

(SEAL)

Attest:

\_\_\_\_\_  
Michelle M. Onley, Clerk to Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

\_\_\_\_\_  
Approved as to LEGAL Form Only  
No Opinion Rendered As To Content

First Reading: [June 4, 2013](#)  
Second Reading: [June 18, 2013](#)  
Public Hearing: [June 18, 2013](#)  
Third Reading: [July 2, 2013](#)

FORM OF THE BONDS

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
GENERAL OBLIGATION BONDS  
(RICHLAND LIBRARY PROJECTS),  
SERIES 2013

No. R-\_\_\_

INTEREST RATE      MATURITY      ORIGINAL ISSUE DATE      CUSIP

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT: \$ \_\_\_\_\_

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

This Bond is one of a series of Bonds (the "Bonds") of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$ \_\_\_\_\_, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 and Section 11-27-40 of the Code of Laws of South Carolina, 1976, as amended; [a duly authorized Referendum dated November 5, 2013](#); and an ordinance duly enacted by the County Council of Richland County, on [July 2, \\_\\_\\_\\_\\_, 2013](#) (the "Ordinance"). Capitalized terms used herein and not otherwise defined have the meaning ascribed to such term in the Ordinance.

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment of the principal and interest on this Bond as it respectively matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on

which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

[INSERT REDEMPTION PROVISIONS, IF ANY]

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

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, attested by the manual signature of the Clerk to County Council and the seal of the County impressed hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

Attest:

\_\_\_\_\_  
Clerk, County Council

DRAFT

[FORM OF AUTHENTICATION]

This is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina dated \_\_\_\_\_, 2013.

[NAME OF REGISTRAR],  
as Registrar

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

Date of Authentication: \_\_\_\_\_

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

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

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

under Uniform Gifts to Minors Act  
\_\_\_\_\_  
(state)

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



[FORM OF ASSIGNMENT]

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

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

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

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
(Signature must be guaranteed by  
Securities Transfer  
Program (STAMP))

\_\_\_\_\_  
Notice: The signature to the assignment a participant in the  
must correspond with the name of the Agent Medallions  
registered owner as it appears upon the  
face of the within bond in every particular,  
without alteration or enlargement or any  
change whatever.

## Exhibit B

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “*Disclosure Certificate*”) is executed and delivered by Richland County, South Carolina (the “*Issuer*”), in connection with the issuance of its \$ \_\_\_\_\_ General Obligation Bonds (Richland Library Projects), Series 2013 (the “*Bonds*”). The Bonds are being issued pursuant to an ordinance enacted by the County Council of Richland County, the governing body of the Issuer, on \_\_\_\_\_ (the “*Ordinance*”). The Issuer hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Beneficial Owners (as defined herein) of the Bonds and in order to assist the Underwriter (as defined herein) in complying with the Rule (as defined herein).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bondholder” or “Holder” shall mean the registered owner of a Bond and any Beneficial Owner thereof.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean MSRB’s Electronic Municipal Market Access system.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by the Issuer as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the next calendar year.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of South Carolina.

“Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the primary offering of the Bonds.

#### SECTION 3. Provision of Annual Reports.

(a) Not later than 210 days after the end of the Fiscal Year, commencing with Fiscal Year ending June 30, 2015, the Issuer shall, or shall cause the Dissemination Agent, if any, to submit to the MSRB in an electronic format as prescribed by the MSRB (which as of the date hereof is EMMA), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen

(15) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if other than the Issuer. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) The Issuer, or the Dissemination Agent, if any, shall also:

(i) determine each year prior to the date for providing the Annual Report the appropriate electronic format prescribed by the MSRB (which as of the date hereof is EMMA) for filing with the MSRB and the proper form of such filing; and

(ii) if the Annual Report (or the audited financial statements which were to be separately submitted) is not filed in accordance with subsection (a), send in a timely manner a notice to the MSRB in an electronic format as prescribed by the MSRB (which as of the date hereof is EMMA) in substantially the form attached as Exhibit A hereto.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement under the headings: “THE BONDS—Security”; “DEBT STRUCTURE—Outstanding Indebtedness”; “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for the Last Five Years,” and “—Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 5. Reporting of Significant Events.

(a) In a timely manner not in excess of ten (10) business days of the occurrence of any of the following Listed Events, the Issuer shall file a notice of such occurrence in an electronic format with the MSRB (which as of the date hereof is EMMA):

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or a Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
7. Modification to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or a similar proceeding by an obligated person;
13. Consummation of a merger, consolidation, acquisition involving an obligated person, or sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to

- undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change in name of a trustee, if material.

(b) The content of any notice of the occurrence of a Listed Event, shall be determined by the Issuer.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the defeasance (within the meaning of the Rule), redemption or payment in full of all of the Bonds. The Issuer shall notify the MSRB in an electronic format prescribed by the MSRB (which as of the date hereof is EMMA) that the Issuer's obligations under this Disclosure Certificate have terminated.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) herein, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a) hereof, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14. Governing Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State.

SECTION 15. Severability. In case any one or more of the provisions of this Disclosure Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Certificate, but this Disclosure Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
County Administrator

Dated:

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Richland County, South Carolina

Name of Issue:

Date of Issuance:

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that Richland County, South Carolina (the "*Issuer*") has not provided an Annual Report due with respect to the above-named Bonds as required by its Continuing Disclosure Certificate dated \_\_\_\_\_. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

RICHLAND COUNTY, SOUTH CAROLINA

DRAFT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION**

**DECLARING THE INTENTION OF RICHLAND COUNTY, SOUTH  
CAROLINA TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES  
WITH THE PROCEEDS OF DEBT TO BE ISSUED BY THE ISSUER.**

**WHEREAS**, Richland County, South Carolina (the “Issuer”) has determined to acquire, construct, improve, and renovate existing and proposed facilities and equipment of Richland Library (the “Projects”), contingent on a successful referendum;

**WHEREAS**, the Issuer, pending a review of available financing alternatives, intends to incur debt (the “Obligations”) secured by the full faith, credit and taxing power of the Issuer for the purpose of providing funds to pay the costs of the Projects and costs incurred in connection with the voter approval, authorization, issuance and sale of the Obligations;

**WHEREAS**, the estimated costs of the Projects are expected to be an amount not exceeding \$59,321,900;

**WHEREAS**, the Issuer has previously expended and reasonably expects to continue to expend its moneys for capital costs incurred for the Projects prior to the issuance of the Obligations;

**WHEREAS**, the Issuer intends and reasonably expects to reimburse itself for all such capital expenditures paid by it with respect to the Projects prior to the issuance of the Obligations from the proceeds of the Obligations and such intention is consistent with the budgetary and financial circumstances of the Issuer; and

**WHEREAS**, all of the costs to be paid or reimbursed from the proceeds of the Obligations will be for costs incurred in connection with the issuance of the Obligations or will, at the time of payment thereof, be properly chargeable to the capital account of the Projects (or would be so chargeable with a proper election) under general federal income tax principles.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Richland County, South Carolina, the governing body of the Issuer (the “County Council”), in meeting duly assembled:

Section 1. It is hereby declared that the facts set forth in the preambles to this Resolution are in all respects true and correct.

Section 2. It is hereby declared that the Issuer intends and reasonably expects to reimburse itself with the proceeds of the Obligations for all expenditures related to the Projects and the issuance of the Obligations paid prior to the issuance of the Obligations.

Section 3. This Resolution shall constitute a declaration of official intent under Section 1.150-1 of the Treasury Regulations promulgated by the United States Department of the Treasury.

Section 4. The maximum principal amount of debt expected to be issued for the purpose of paying the costs of the Projects and the issuance of the Obligations is not exceeding \$20,000,000.

DONE IN MEETING DULY ASSEMBLED this 4th day of June, 2013.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk, County Council

DRAFT



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL

**A RESOLUTION ORDERING A BOND REFERENDUM TO BE HELD IN RICHLAND COUNTY, SOUTH CAROLINA, ON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$59,321,900 OF GENERAL OBLIGATION BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; PROVIDING FOR THE FORM OF THE BALLOT TO BE USED; PROVIDING FOR NOTICE OF THE REFERENDUM; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.**

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

**Section 1.** *Findings.* The County Council of Richland County (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), hereby finds and determines:

(a) The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

(b) Pursuant to S.C. Code Ann. §§ 4-9-35 through 4-9-39 (1976, as amended) and Ordinance No. 554-79 dated July 1, 1979 of the County Council, the Richland County Public Library System (the “*Library*”) was created to serve the needs of the citizens of the County.

(c) Upon a review of its capital improvement plan, the Board of Trustees of the Richland County Public Library System (the “*Board*”) has identified needs at the present time to acquire, construct, improve, and renovate existing and proposed facilities and equipment of the Library (collectively, the “*Projects*”).

(d) Acting pursuant to Section 2(a)(8) of Ordinance No. 554-79, which provides that the Library may “[r]eceive and expend grants, appropriations, gifts and donations from any private or public source for the operation, expansion or improvement of the library system,” the Board submitted a petition dated May 13, 2013 (the “*Petition*”) to the County Council requesting an order for an election to be held in the County on the question of authorizing the issuance of Bonds in a principal amount of not exceeding \$59,321,900 (the “*Bonds*”). As provided in the petition, the Board has requested that the proceeds of the Bonds be used to defray the costs of the Projects and the costs of issuance thereof.

(e) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “*Constitution*”), provides that political subdivisions of the State (including counties) shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly may prescribe.

(f) Article X, Section 14(6) of the Constitution provides that if general obligation debt is authorized by a majority vote of the qualified electors of the political subdivision voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the

incurring of such indebtedness except: (i) those restrictions and limitations imposed in the authorization to incur such indebtedness; (ii) such general obligation debt shall be issued within five years of the date of such referendum; (iii) general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the political subdivision; and (iv) such debt shall mature within forty years from the time such indebtedness shall be incurred (as further limited by the provisions of Section 11-27-40 of the Code of Laws of South Carolina, 1976, as amended (the "Code").

(g) In keeping with the provisions of the Constitution, the County Council is empowered by the County Bond Act, codified at Title 4, Chapter 15 of the Code of Laws of South Carolina, 1976, as amended, to issue general obligation bonds to provide funds to be used in furtherance of any power or function of the County.

(h) The County Council has determined that the Projects constitute a public and corporate purpose of the County and the construction thereof is in furtherance of the existing powers and functions of the County.

(i) As requested by the terms of the Petition and as authorized by the provisions of Section 11-27-40 of the Code, County Council is empowered to order any such referendum as is required by Article X of the Constitution, to prescribe the notice thereof and to conduct or cause to be conducted such referendum in the manner prescribed by Title 7 of the Code.

(j) In order to comply with 42 U.S.C. §1973(c), Section 5 of the Voting Rights Act, the County Council must seek preclearance of the holding the referendum from the United States Department of Justice, Voting Rights Division. The request for preclearance must be received by the Department of Justice more than 60 prior to the referendum.

(k) County Council has determined to adopt this Resolution to: (i) order the holding of a referendum on the question of the issuance of the Bonds; (ii) authorize the submission of the for a request for preclearance pursuant to the Voting Rights Act; (iii) prescribe the form of notice of election; and (iv) authorize the publication of the notice of election.

**Section 2.** *Order to Hold Referendum.* Pursuant to the applicable provisions of the Constitution and laws of the State of South Carolina, there is hereby ordered a referendum to be held in the County (the "***Bond Referendum***") on November 5, 2013, at which time there shall be submitted to all persons residing in the County and qualified to vote under the Constitution and laws of the State of South Carolina the question of whether the County shall be authorized and empowered to issue the Bonds to defray the costs of the Projects and costs of issuance thereon.

**Section 3.** *Voting, Polling Places, and Hours of Election.* The Bond Referendum shall be conducted by the Richland County Election Commission (the "***Election Commission***"). The polls shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the date of the Bond Referendum and shall be held during said hours without intermission or adjournment. The voting precincts and polling places for each of such precincts shall be such precincts and polling places as established by law wholly or partially within the County.

**Section 4.** *Ballot Question.* The Election Commission is requested to conduct the Bond Referendum in accordance with South Carolina law. Upon approval by the Election

Commission, the form of ballot to be used in the Bond Referendum and the instructions to voters appearing thereon shall be in substantially the form set forth at Appendix A below, with such other changes as may be deemed necessary by the Chairman of the County Council upon consultation with the executive director of the Election Commission:

**Section 5.** *Voter Qualification.* Every person offering to vote must be at least 18 years of age on the date of the Bond Referendum, must reside in the County and must be duly registered on the books of registration for the County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Bond Referendum, and must present either a South Carolina driver's license, another form of identification containing a photograph issued by the Department of Motor Vehicles, a passport, a military identification card containing a photograph issued by the federal government, or a South Carolina voter registration card containing a photograph of the voter pursuant to Section 7-5-675 of the Code. If a voter cannot produce any type of the aforementioned identification at his designated precinct, the voter he may cast a provisional ballot that is counted only if the voter brings a valid and current photograph identification to the Richland County Board of Elections and Voter Registration before the results of the election are certified.

Any registered elector who meets the requirements set forth in the preceding sentence and who has moved his or her place of residence within the County after the date on which said books of registration are closed for the Bond Referendum, but before the date of the Bond Referendum, shall be entitled to vote in his or her previous precinct of residence in the Bond Referendum.

Absentee ballots for the Bond Referendum shall be available at the County voter registration office. The books of registration shall be closed thirty (30) days prior to the Bond Referendum.

**Section 6.** *Notice of Bond Referendum.* A notice of the Bond Referendum (the "*Notice*"), substantially in the form set forth in Appendix B, shall be published in compliance with the provisions of Sections 7-13-35 and 4-15-50, of the Code of Laws of South Carolina, 1976, as amended, viz.: first, not later than sixty (60) days prior to the Bond Referendum; second, not later than two weeks after such first Notice is published; and third, not less than fifteen (15) days prior to the occasion set for the holding of the Bond Referendum. The Chairman of the County Council shall be authorized to make such modifications or changes to the Notice as he shall deem necessary and the published version thereof shall constitute conclusive evidence of the approval of the Notice by the County Council.

The Election Commission is authorized to change any of the locations of polling places for the Bond Referendum in accordance with State law as deemed necessary or advisable. In the event of such change, appropriate changes are to be made to the Notice.

**Section 7.** *Registration and the Election Commission.* A certified copy of this Resolution shall be filed with the Election Commission, and the Election Commission is hereby requested as follows:

- (a) to join in the action of the County in providing for the Notice and the ballot in substantially the form contained herein;

- (b) to prescribe the form of ballot to be used in the Bond Referendum;
- (c) to arrange for polling places for each precinct, or any part of a precinct within the County;
- (d) to appoint Managers of Election;
- (e) to provide a sufficient number of ballots or voting machines, as the case may be, for the Bond Referendum
- (f) to conduct the Bond Referendum, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the County Council; and
- (g) take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Bond Referendum.

**Section 8.** *Preclearance.* An application for preclearance of the Bond Referendum shall be submitted in a timely manner to the Voting Rights Division of the United States Department of Justice in compliance with 42 U.S.C. § 1973(c), Section 5 of the Voting Rights Act.

**Section 9.** *Effective Date.* Adopted and approved by County Council, this 4th day of June, 2013.

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Kelvin E. Washington, Sr.  
Chairman, County Council of  
Richland County, South Carolina

[SEAL]

Attest:

---

Michelle Onley  
Clerk to County Council  
Richland County, South Carolina

**APPENDIX A  
FORM OF BALLOT**

OFFICIAL BALLOT FOR REFERENDUM  
\$59,321,900 OF GENERAL OBLIGATIONS BONDS  
RICHLAND COUNTY, SOUTH CAROLINA (TO BENEFIT RICHLAND LIBRARY)  
November 5, 2013

Precinct\_\_\_\_  
No. \_\_\_\_\_

\_\_\_\_\_  
Initials of Issuing Officer

OFFICIAL BALLOT FOR REFERENDUM  
\$59,321,900 OF GENERAL OBLIGATIONS BONDS  
RICHLAND COUNTY, SOUTH CAROLINA (TO BENEFIT RICHLAND LIBRARY)  
November 5, 2013

Question

Shall the County Council of Richland County, South Carolina (the “County”) be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds of the County in a totalan aggregate principal amount of not more thanexceeding \$59,321,900, the proceeds of which shall be applied to pay fordefray the costs of acquiring, constructing, improving, and renovating existing and proposed facilities and equipment of the Richland County Public Library systemSystem?

Yes, in favor of the question [  ]

No, opposed to the question [  ]

If you are in favor of the question, selectplace a check or cross-mark in the square after the words “Yes, in favor of the question”; if you are opposed to the question, selectplace a check or cross-mark in the square after the words “No, opposed to the question.”

**APPENDIX B  
FORM OF NOTICE OF REFERENDUM**

NOTICE OF REFERENDUM  
\$59,321,900 OF GENERAL OBLIGATION BONDS  
RICHLAND COUNTY, SOUTH CAROLINA (TO BENEFIT RICHLAND LIBRARY)

NOTICE IS HEREBY GIVEN that a “Referendum” will be held in Richland County, South Carolina (the “County”), on November 5, 2013, for the purpose of submitting to all persons qualified to vote in the County pursuant to the Constitution and laws of the State of South Carolina, the following question:

Question

Shall the County Council of Richland County, South Carolina (~~the “County”~~) be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds of the County in ~~a total an aggregate~~ principal amount of not ~~more than exceeding~~ \$59,321,900, ~~the proceeds of which shall be applied to pay for~~ defray the costs of acquiring, constructing, improving, and renovating existing and proposed facilities and equipment of the Richland ~~County Public~~ Library ~~system~~ System?

Yes, in favor of the question [  ]

No, opposed to the question [  ]

If you are in favor of the question, ~~select place a check or cross mark in the square after the words~~ “Yes, in favor of the question”; if you are opposed to the question, ~~select place a check or cross mark in the square after the words~~ “No, opposed to the question.”

The question is being submitted pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, Title 11, Chapter 27, Section 40 of the Code of Laws of South Carolina, 1976, as amended, Title 4, Chapter 15 of the Code of Laws of South Carolina, 1976 as amended, and a resolution of the County Council of Richland County, South Carolina (the “County Council”) adopted June 4, 2013. If a majority of the qualified electors of the County voting in the Referendum approve the issuance of not exceeding \$59,321,900 of general obligations bonds of the County, such bonds may be issued by the County either at one time as a single issue or from time to time as several separate issues. As acknowledged in the Question, the proceeds of the bonds will be used for the purpose of defraying the costs of acquiring, constructing, improving, and renovating existing and proposed facilities and equipment of the Richland County Public Library System.

Every person offering to vote must be at least 18 years of age on the date of the Bond Referendum, must reside in the County and must be duly registered on the books of registration for the County as an elector in the precinct in which he or she resides and offers to vote on or

before the date on which said books of registration are closed for the Bond Referendum, and must present either a South Carolina driver's license, another form of identification containing a photograph issued by the Department of Motor Vehicles, a passport, a military identification card containing a photograph issued by the federal government, or a South Carolina voter registration card containing a photograph of the voter pursuant to Section 7-5-675 of the Code. If a voter cannot produce any type of the aforementioned identification at his designated precinct, the voter he may cast a provisional ballot that is counted only if the voter brings a valid and current photograph identification to the Richland County Board of Elections and Voter Registration before the results of the election are certified.

Any person wishing to register to vote in this election, if registering by mail, must either have such registration postmarked no later than 30 days prior to the Referendum, to the Richland County Board of Elections and Voter Registration, Post Office Box 192, Columbia, SC 29202, or appear in person and register at the Richland County Board of Elections and Voter Registration, at 2020 Hampton Street, Columbia, SC 29204. Any registered elector who has moved his or her place of residence within the County after the date of the Referendum shall be entitled to vote in his or her previous precinct of residence in the Referendum; provided, however, in case any registered elector shall have moved from one precinct in the County within 30 days prior to November 5, 2013, and shall have surrendered his registration certificate and has received a new certificate, such elector may vote in the precinct provided by such new certificate. Persons who become of age during the 30 day period preceding the Referendum shall be entitled to register before the closing of the books if otherwise qualified.

Any person eligible to register to vote in the Referendum who has been discharged or separated from his service in the Armed Forces of the United States prior to November 5, 2013, and has returned home too late to register at the time when registration is required, is entitled to register for the purpose of voting in the Referendum after the discharge or separation from service, up to 5:00 p.m. on the day of the Referendum. This application for registration must be made at the office of the Richland County Board of Elections and Voter Registration, and if qualified, the person must be issued a registration notification stating the precinct in which he is entitled to vote and should be placed on the registration rolls of the precinct.

The polls shall be open from 7:00 a.m. until 7:00 p.m. at the polling places designated below and shall be open during those hours without intermission or adjournment. Appropriate vote recorders will be provided at the polling places for the casting of ballots on the aforesaid question. Managers of Election will be appointed by the Richland County Board of Elections and Voter Registration. The Managers of Election shall see that each person offering to vote takes the oath that he is qualified to vote at this election according to the Constitution of this State, and that he has not voted before in this election. The precincts (or portions thereof) within the County, locations of the polling places and the address thereof for such Referendum are as follows:

<u>Precinct</u>	<u>Location</u>	<u>Address</u>
Ward 1	Capital Senior Center	1650 Park Circle
Ward 2	Marion Street Apartments	1930 Marion St.
Ward 3	Reformation Lutheran Church	1118 Union St.

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<u>Precinct</u>	<u>Location</u>	<u>Address</u>
Ward 5	Pacific Memorial Park	200 Wayne St.
Ward 6	Bradley Elementary School	3032 Pine Belt Rd.
Ward 7	W.A. Perry Middle School	2600 Barhamville Rd.
Ward 8	David H. Swinton Campus Center	1616 Oak St.
Ward 9	Prince Hall Masonic Lodge	2324 Gervais St.
Ward 10	A.C. Moore Elementary School	333 Etiwan Ave.
Ward 11	Ben Arnold Recreation Center	1100 S. Holly St.
Ward 12	Hand Middle School	2600 Wheat St.
Ward 13	Rosewood Elementary School	3300 Rosewood Dr.
Ward 14	Sims Park	3500 Duncan St.
Ward 15	Melrose Park	1500 Fairview Dr.
Ward 16	Dreher High School	3319 Millwood Ave.
Ward 17	Brennan Elementary School	4438 Devereaux Rd.
Ward 18	Old Watkins Elementary School	2612 Covenant Rd.
Ward 19	Latimer Manor Community Center	100 Lorick Circle
Ward 20	Hyatt Park (temporary)	941 Jackson Ave
Ward 21	Arden Elementary School	1300 Ashley St.
Ward 22	Eau Claire High School	4800 Monticello Rd.
Ward 23	Shandon Fire Station	2847 Devine St.
Ward 24	Kilbourne Park Baptist Church	4205 Kilbourne Rd.
Ward 25	Kilbourne Park Baptist Church	4205 Kilbourne Rd.
Ward 26	Hampton Park	1117 Brandon Ave.
Ward 29	Alcorn Middle School	5125 Fairfield Rd.
Ward 30	Arsenal Hill Park	1800 Lincoln St.
Ward 31	Hyatt Park Elementary School	4200 Main St.
Ward 32	Charles R. Drew Wellness Center	2101 Walker Solomon Way
Ward 33	Martin Luther King Memorial Park	2300 Green St.
Ward 34	Pinehurst Park	2300 Pinehurst Rd.
Arcadia	Forest Lake Park Gym	6820 Wedgefield Rd.
Ardincaple	E.E. Taylor Elementary School	200 McRae St.
Ballentine	Ballentine Elementary School	1040 Bickley Rd.
Beatty Road	St. Andrews Park	920 Beatty Rd.
Bluff	Bluff Road Park	148 Carswell Dr
Blythewood # 1	Bethel Hanberry Elementary School	125 Boney Rd.
Blythewood # 2	Blythewood Park	126 Boney Rd.
Blythewood # 3	Blythewood High School	10901 Wilson Blvd.
Brandon	Annie Burnside Elementary School	7300 Patterson Rd.
Briarwood	E.L. Wright Middle School	2740 Alpine Rd.
Caughman Road	Caughman Road Park	2800 Trotter Rd.
College Place	John P. Thomas Elementary School	6001 Weston Ave
Cooper	St. Michaels & All Angels Episcopal Church	6408 Bridgewood Rd.
Dennyside	Denny Terrace Community Center	6429 Bishop Ave.
Dentsville	Dent Middle School	2721 Decker Blvd.

<u>Precinct</u>	<u>Location</u>	<u>Address</u>
Dutch Fork # 1	Dutch Fork High School	1400 Old Tamah Rd.
Dutch Fork # 2	Dutch Fork Middle School	1528 Old Tamah Rd.
Eastover	Eastover Park	1031 Main St.
Edgewood	Burton-Pack Elementary School	111 Garden Dr.
Estates	Bookman Road Elementary School	1245 Bookman Rd.
Fairlawn	Keenan High School	361 Pisgah Church Rd.
Fairwold	Pendergrass-Fairwold Elementary	5935 Token St.
East Forest Acres	Brockman School	2245 Montclair Dr.
North Forest Acres	Trenholm Park	3900 Covenant Rd.
South Forest Acres	Crayton Middle School	5000 Clemson Ave.
Friarsgate # 1	Friarsgate Park	1712 Chadford Rd.
Friarsgate # 2	H.E. Corley Elementary School	1500 Chadford Rd.
Old Friarsgate	Dutch Fork Elementary School	7900 Broad River Rd.
Gadsden	Gadsden Elementary School	1660 S. Goodwin Circle
Garners	Crossroads Community Center	2750 McCords Ferry Rd.
Greenview	Greenview Park	6700 David St.
Gregg Park	Shandon Baptist Church	5250 Forest Dr.
Hampton	South Kilbourne Elementary School	1400 S. Kilbourne Rd.
Harbison # 1	Harbison Community Center	106 Hill Pine Rd.
Harbison # 2	New Heights Baptist Church	5501 Broad River Rd.
Hopkins	Hopkins Park	150 Hopkins Park Rd.
Horrell Hill	Horrell Hill Elementary School	517 Horrell Hill Blvd.
Hunting Creek	Lower Richland High School	2615 Lower Richland Blvd.
Keels	Joseph Keels Elementary School	7500 Springcrest Dr.
Keenan	Sanders Middle School	3455 Pine Belt Rd.
Kelly Mill	Kelly Mill Middle School	1141 Kelly Mill Rd.
Killian	Killian Park	1424 Marthan Rd
Kingswood	Columbia High School	1701 Westchester Dr.
Lake Carolina	Lake Carolina Elementary School	1151 Kelly Mill Rd.
Lincolnshire	Forest Heights Elementary School	2500 Blue Ridge Terrace
Longcreek	Blythewood Middle School	2351 Longtown Road East
Lykesland	Caughman Road Elementary School	7725 Caughman Rd.
McEntire	Southeast Middle School	731 Horrell Hill Rd.
Meadowfield	Meadowfield Elementary School	525 Galway Lane
Meadowlake	Meadowlake Park	600 Beckman Rd.
Midway	Louie W. Conder Elementary School	8040 Hunt Club Rd.
Mill Creek	Mill Creek Elementary School	925 Universal Dr.
Monticello	Upper Richland Community Center	280 Campground Rd.
North Springs # 1	North Springs Park	1320 Clemson Rd.
North Springs # 2	North Springs Elementary School	1300 Clemson Rd.
Oak Pointe	Oak Pointe Elementary School	1 River Bottom Rd.
Oakwood	Gethesemane Lutheran Church	6904 Satchelford Rd.
Olympia	Olympia Learning Center	621 Bluff Road

<u>Precinct</u>	<u>Location</u>	<u>Address</u>
Parkridge	Harbison Fire Station	131 Lake Murray Blvd.
Parkway # 1	Summit Parkway Middle School	200 Summit Parkway
Parkway # 2	Summit Parkway Middle School	200 Summit Parkway
Pennington	Asbury Memorial United Methodist Church	1005 Asbury Dr.
Pine Grove	Pine Grove Elementary School	111 Huffstetler Rd.
Pine Lakes	Lower Richland Fire Station	2612 Lower Richland Blvd.
Pinewood	Lower Richland High School	2615 Lower Richland Blvd.
Polo Road	Polo Road Park	730 Polo Rd.
Pontiac	Pontiac Elementary School	500 Spears Creek Rd.
Rice Creek	Rice Creek Elementary School	4751 Hard Scrabble Rd.
Ridge View	Ridge View High School	4801 Hard Scrabble Rd.
Ridgewood	Ridgewood Baptist Church	5326 Ridgeway St.
River Springs	River Springs Elementary School	115 Connie Wright Rd.
Riverside	Virginia Wingard United Methodist Church	1500 Broad River Rd.
Riverwalk	The Episcopal Church of St. Simon & St. Jude	1110 Kinley Rd.
Round Top	Round Top Elementary School	449 Rimer Pond Rd.
Sandlapper	Sandlapper Elementary School	1001 Longtown Rd.
Satchelford	Satchelford Elementary School	5901 Satchelford Rd.
Skyland	Skyland Drive Bible Church	901 Skyland Dr.
South Beltline	VFW Post 641	534 South Beltline Blvd.
Spring Hill	River Springs Church	1007 West Shady Grove Rd.
Spring Valley	Lonnie B. Nelson Elementary School	225 N. Brickyard Rd.
Spring Valley West	Jewish Community Center	306 Flora Dr.
Springville	Lake Murray Elementary School	1531 Three Dog Road
St. Andrews	St. Andrews Middle School	1231 Bluefield Rd.
Trenholm Road	North Trenholm Baptist Church	6515 North Trenholm Rd.
Valhalla	Spring Valley High School	120 Sparkleberry Lane
Valley State Park	Killian Elementary School	2621 Clemson Rd.
Walden	Pine Grove Elementary School	111 Huffstetler Dr.
Westminster	Westminster Presbyterian Church	1715 Broad River Rd.
Whitewell	Right Direction Christian Center	1230 St. Andrews Rd.
Wildewood	St. John Neuman Church	100 Polo Rd.
Woodfield	Richland Northeast High School	7500 Brookfield Rd.
Woodlands	Woodlands Park	6500 Old Knight Parkway

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except for his employer, an agent of his employer, or an officer or agent of his union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove, or where driven, to the polls. When notified, the Managers of Election will help voters effectuate this curbside voting provision. Registered voters may be eligible to vote by absentee ballot. Persons wishing more information concerning absentee

balloting should contact the Richland County Board of Elections and Voter Registration by telephone at (803) 576-2240.

The Richland County Election Commission shall hold a hearing on ballots challenged in the election at 9:00 a.m. on Friday, November 8, 2013, at the office of the Richland County Election Commission located at 2020 Hampton Street, Columbia, SC 29204.

BY ORDER OF THE RICHLAND COUNTY ELECTION COMMISSION

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# Richland County Council Request of Action

**Subject**

Emergency Services Contract for Property Purchase [**EXECUTIVE SESSION**] [**SEPARATE COVER** ]

**Notes**

May 28, 2013 - The Committee unanimously approved forwarding this item to the next full Council meeting without a recommendation.

# Richland County Council Request of Action

**Subject**

- a. Inducement Resolution for Project Packaging [**PAGES 262-265**]

STATE OF SOUTH CAROLINA )  
 )                                RESOLUTION NO.: \_\_\_\_\_  
 COUNTY OF RICHLAND )

**INDUCEMENT RESOLUTION PROVIDING FOR A  
 FEE IN LIEU OF TAX AGREEMENT  
 BETWEEN RICHLAND COUNTY AND PROJECT PACKAGING**

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a fee in lieu of tax agreement (the “Fee Agreement”) with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, an entity currently identified by its code name of Project Packaging, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “Company”), desires to invest capital in the County in order to establish a manufacturing facility in the County (the “Project”); and

WHEREAS, the Project is anticipated to result in an investment of approximately \$10,437,500 in real property and approximately \$29,420,000 in personal property; and

WHEREAS, the Company has requested that the County enter into a Fee Agreement, thereby providing for a fee in lieu of tax (“FILOT”) arrangement and special source revenue credits (“SSRCs”) with respect to the Project; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County agrees to use its best efforts to ensure that the Project is located in a multi-county industrial and business park established, or to be established, by the County (the “Park”) pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the “Park Agreement”).

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

Section 1. The County Council, in accordance with Section 12-44-40 of the Act, hereby finds, that: *(i)* the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; *(ii)* the Project gives rise to no pecuniary liability of the County or a

charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the Project to the public are greater than the cost (which latter finding has been made using an appropriate cost-benefit analysis); and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The County hereby agrees to enter into a fee in lieu of tax arrangement with the Company under the Act. The County agrees to provide for a fee in lieu of *ad valorem* taxes (“FILOT”) for a period of 30 years for each component of the Project placed in service during the investment period (the “FILOT Term”) under the Act. The FILOT shall be calculated using a 6% assessment ratio and a fixed millage rate equal to the lowest millage rate allowable under the Act for a period of 30 years, for each component of the Project placed in service during the investment period.

Section 3. The further details of the FILOT and the SSRCs shall be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. The County agrees to use its best efforts to ensure that the Property is already located in or to include the Property in a Park for at least the longer of a 30-year period or the period of time the FILOT arrangement is in place.

Section 5. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act.

Section 6. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

(Signature Page Follows)



Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:

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

Name: \_\_\_\_\_

Title: Clerk to County Council

# Richland County Council Request of Action

## **Subject**

Report of the Dirt Road Committee:

- a. Recommended Plan for Paving Dirt Roads [**PAGE 267**]
- b. Emergency Maintenance of Roads [**PAGES 268-271**]

## V. Recommended Plan for Paving Dirt Roads

1. **Roads with Dedicated Right of Way** - There are 50 roads with dedicated right of way. Screening of these roads for eligibility in accordance with County ordinances identified 27 that qualify for paving. The following steps shall be taken to advance these roads to construction:
  - A. **Eligible Roads**: Enter into a contract for the design and plan preparation, receive construction bids, and award construction contracts. Roads will be designed in accordance with the Richland County Low Volume Traffic Design Manual (LVT Manual).
  - B. **Ineligible Roads**: Review ineligible roads for possible adjustments or corrective actions that may qualify the roads for paving. It is anticipated that several additional roads may be determined to be eligible for paving.
  
2. **Roads with Prescriptive Right of Way** - Roads that have been maintained as a public way for a number of years are deemed to have prescriptive right of way for the width actually maintained. Usually the maintained width of a dirt road is not sufficient to allow paving for appropriate lane widths and drainage. The following steps will be taken to advance these roads to paving:
  - A. **Screen roads for sufficient width** for paving in accordance with the LVT Manual. The screening will be done in order of priority ranking within each Council District. Roads found to have sufficient width will be designed and bid for construction.
  - B. **For roads without sufficient prescriptive right of way**, the County will request property owners to grant right of way to the County by deed or easement. A community outreach program will be initiated to accomplish this. The outreach program will educate the public and property owners along the unpaved roads regarding the paving program. The elements of the outreach program will include:
    1. Send letters to property owners,
    2. Conduct community meetings to meet with property owners to explain the paving program,
    3. Request property owners to sign a statement expressing their willingness to grant the right of way needed for paving their road, and
    4. Make personal contact and/or visit to property owners not willing to grant right of way.
  - C. Roads for which all property owners have indicated in writing their willingness to grant right of way will be advanced to design in accordance with the LVT Manual and construction based on the priority ranking within each Council district. If all property owners along a road have not expressed their willingness to grant right of way within 120 days of receiving the initial letter, the road will be removed from consideration for paving. If in the future all property owners agree, the road will be placed in its original priority order for paving.

**Order of Project Advancement**: As it is not possible to advance all roads to design and paving concurrently, the paving of dirt roads will be advanced using the existing formula for allocation of funding. The groups shall include roads with and without dedicated right of way. Roads will be pursued in priority order within each Council district group. In order to pursue the work in an efficient and expedient manner, the projects may be grouped into logical contract packages.

## VI. Richland County Council Request of Action

Subject: Amendments to Section 21-13. Emergency Maintenance of Roads

### A. Purpose

Amend section (c) to allow Public Works to provide emergency maintenance to residents of private driveway subdivisions (see Appendix A).

### B. Background / Discussion

Under the authority of Sec. 21-13 Public Works provides emergency maintenance on roads not part of our road maintenance system. Public Works has noted that approximately 25 % of the requests come from residents on private driveway subdivisions, which are presently exempted by this section. In our experience this class of roads have been some of the worst inspected.

### C. Legislative / Chronological History

Existing ordinance

#### *Sec. 21-13. Emergency maintenance of roads.*

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

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

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

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

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

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

### D. Financial Impact

45 emergency maintenance requests were received in the past year which resulted in 16 actual responses. We estimate the average response to cost \$700 in labor and materials. We estimate

the volume of responses would increase by 10 with acceptance of the requested amendments, resulting in an increased expense of \$7,000 per year.

**E. Alternatives**

1. Approve the request to amend section 21-13. Emergency Maintenance of Roads to expand the provision of this service to private drive subdivisions.
2. Do not approve the request to amend section 21-13. Emergency Maintenance of Roads and continue the service at its' present level.

**F. Recommendation**

It is recommended that Council approve the request to amend section 21-13. Emergency Maintenance of roads to expand the provision of this service to private drive subdivisions

Recommended by: David Hoops                      Department: Public Works      Date: May 6, 2013

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers                      Date: 5/10/13  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean                      Date: 5/16/13  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Sparty Hammett                      Date: 5/16/13  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation: Recommend Council approval of the amendment to allow Public Works to provide emergency maintenance to private driveway subdivisions. Administration has final approval of the requests, and as indicated in the ROA, these requests are often in the worst condition; however, the ordinance currently prevents the department from providing the service to the citizens.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-13, EMERGENCY MAINTENANCE OF ROADS; SO AS TO DELETE SUBSECTION (C) IN ITS ENTIRETY.

NOW, THEREFORE, 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 21, Roads, Highways and Bridges; Article I, In General; Section 21-13, Emergency Maintenance of Roads; is hereby amended to read as follows:

**Sec. 21-13. Emergency maintenance of roads.**

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

- (1) Such a roadway is the only access for one or more property owners or residences, and
- (2) Emergency medical services, sheriff department vehicles and other county vehicles cannot, in the lawful performance of their duties, gain full and immediate access to at least one (1) residence unless road scraping is performed, and
- (3) At least one (1) of the properties to be accessed is used as a primary residence.

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

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

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 \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:            June 4, 2013 (tentative)  
Public Hearing:  
Second Reading:  
Third Reading:

# Richland County Council Request of Action

## **Subject**

- a. Staff will provide Council with the Budget processes' preliminary motions list 24 hours prior to the deadline for item submission and the final list within 48 hours following the submission deadline [MANNING]
- b. All applicants for Richland County Boards, Commissions or Committees will be telephonically notified within 48 hours of council's decision relating to that appointment and a follow up letter will be mailed within 5 work days to same [MALINOWSKI]
- c. Resolution in honor of Waverly Neighborhood's 100th Anniversary [ROSE]
- d. Explore the possibility of vendors paying a fee or a percentage of their vendor's fee at tourists sponsored events for tourists related activities. Vendors at these events are not collecting the H-Tax Business License Office has no way of monitoring or collecting these taxes [JACKSON]



# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda