



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**JUNE 18, 2013
6:00 PM**

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

INVOCATION THE HONORABLE JOYCE DICKERSON

PLEDGE OF ALLEGIANCE THE HONORABLE JOYCE DICKERSON

Approval Of Minutes

1. Regular Session: June 4, 2013 [PAGES 8-17]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

2. a. Darrell's H-Tax Settlement
- b. Contractual Matter: IT
- c. Contractual Matter: Potential Purchase of Property - Airport

Citizen's Input

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

Report Of The County Administrator

4. a. 3rd Reading of Budget: Wednesday, June 19, 6:00 PM
- b. Transportation Penny Director Update
- c. Public Information Director Update
- d. Recycle Day Update

Report Of The Clerk Of Council

5. a. REMINDER: July Meeting Schedule
- b. 2nd Annual Owning, Maintaining & Gardening (OMG) of Homeownership, June 22nd, 8:00 AM-10:00 AM, Midlands Technical College, NE Campus

Report Of The Chairman

6. a. High Speed Rail Coalition

Presentations

7. Voterheads Update, Mike Switzer

Open/Close Public Hearings

8. a. An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) 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
- b. 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
- c. 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; Subsection (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
- d. 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
- e. Small Local Business Enterprise ("SLBE") Program

Approval Of Consent Items

9. 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 **[THIRD READING] [PAGES 25-28]**
10. 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 **[THIRD READING]**

[PAGES 29-30]

11. 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 Intertape Polymer Corp. and extension of the term thereof upon certain conditions as provided herein; and other matters related thereto **[THIRD READING] [PAGES 31-66]**

12. 13-12MA
Wayne Huggins
RU to OI (1.79 Acres)
9711 Garners Ferry Road
24700-11-07 **[THIRD READING] [PAGES 67-68]**

13. 13-14MA
Boyce Haigler
HI to GC (1.03 Acres)
1051 Market St.
11206-04-05 **[THIRD READING] [PAGES 69-70]**

14. 13-15MA
Gary Morris
M-1 to HI (33.5 Acres)
1091 Carolina Pines Dr.
17600-01-17 & 24 **[THIRD READING] [PAGES 71-72]**

15. 13-16MA
Ryan Slattery
Killian's Crossing
PDD to PDD Amendment (398.66 Acres)
17400-02-04, 12, 14 & 16 **[THIRD READING] [PAGES 73-75]**

16. 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 **[THIRD READING] [PAGES 76-78]**

17. 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 [**THIRD READING**] [**PAGES 79-87**]

18. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$300,000 of General Fund Unassigned Balance for legally obligated claims for the Richland County Risk Management Department [**SECOND READING**] [**PAGES 88-92**]
19. 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 [**SECOND READING**] [**PAGES 93-97**]

Third Reading Items

20. 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 98-155**]

Second Reading Items

21. An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) 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 [**PAGES 156-192**]

Report Of Economic Development Committee

22. a. Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto [**FIRST READING BY TITLE ONLY**] [**PAGE 194**]
- b. Authorizing the Execution and Delivery of a First Amendment to the Infrastructure Credit Agreement by and among Richland County, South Carolina and Project PT, to provide for an extension of the Special Source Revenue Credit and to apply it to an additional investment commitment and additional job commitment by Project PT; and other matters thereto related [**FIRST READING BY TITLE ONLY**] [**PAGE 195**]
- c. Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for a Fee-in-Lieu of Ad Valorem Taxes; and other related matters [**FIRST READING BY TITLE ONLY**] [**PAGE 196**]
- d. A Resolution Authorizing the Execution and Delivery of a Memorandum of Understanding by and between Richland County, South Carolina and the South Carolina Research Authority and other matters related thereto [**PAGES 197-218**]
- e. Economic Development Land Acquisition [**EXECUTIVE SESSION**]

Report Of Rules And Appointments Committee

1. **Notification Of Vacancies**

23. a. East Richland Public Service Commission-1; there will be one vacancy on this commission:

Phyllis B. Beighley, July 15, 2013*

b. Midlands Workforce Development Board - 7; the positions need to be filled for this board are:

1. Private Sector (Business Representative)-3
2. Youth Council Representative - 2
3. Youth Program Representative - 1
4. Job Corps Representative - 1

* Eligible for re-appointment

2. Notification Of Appointments

24. Accommodations Tax Committee-2; no applications were received

25. Board of Assessment Appeals-1; one application was received from the following: [PAGES 222-223]

Eric John Grant*

* Eligible for reappointment

26. Community Relations-3; applications were received from the following: [PAGES 225-237]

Michelle Boykin

Henry Counts

David Edmond

Kerry Feduk

Kimberly Kennedy Gooden*

Colie L. (Josh) Lorick

*Eligible for re-appointment

27. Employee Grievance Committee-2; one application was received from: [PAGES 239-240]

Sonia Fells, IT

28. Hospitality Tax Committee-1; no applications were received at this time

3. Discussion From Rules And Appointments Committee

29. 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]

30. Community Relations Council [PAGES 245-257]

Other Items

31. Report of the Airport Commission:
 - a. Potential Purchase of Property
32. Report of the Transportation Penny Advisory Committee:
 - a. An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto **[FIRST READING] [PAGES 260-269]**
33. a. A Resolution Approving the updated 2012 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina **[PAGES 271-281]**

Citizen's Input

34. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

35. a. Resolution honoring Anna Wimberly, Richland School District Two Bus Driver, for her heroic action and judgment on keeping the children safe until assistance arrived **[DIXON]**
- b. Resolution honoring the Richland County Wellness Program and the impact it has on the lives and wellbeing of County staff and the citizens of Richland County **[DIXON]**
- c. Richland County explore providing water to the unincorporated areas of the County **[JACKSON]**
- d. **I move to direct the Legal Department to identify those outside law firms or lawyers retained to represent Richland County in any matter that also have represented Flow Control/Solid Waste companies, firms, entities or individuals and report back with that information to Council whether in open session or in executive session if any of that information falls within a permissible executive session, such as but not limited to the receipt of legal advice or contractual matters [WASHINGTON]**
- e. **Resolution recognizing Miriam Atria on her appointment as President of the SC Association of Tourism Regions Board of Directors [DICKERSON]**

Adjournment



Richland County Council Request of Action

Subject

Regular Session: June 4, 2013 [**PAGES 8-17**]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
JUNE 4, 2013
6:00 PM**

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

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
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
Absent	Greg Pearce

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Justine Jones, Amelia Linder, Melinda Edwards, John Hixon, Geo Price, Ismail Ozbek, Tracy Hegler, Kendra Dove, Jocelyn Jennings, Valeria Jackson, Nelson Lindsay, Dwight Hanna, Annie Caggiano, Pam Davis, Hayden Davis, David Hoops, Alonzo Smith, Michael Byrd, Michael King, 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 Damon Jeter

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Damon Jeter

PRESENTATION OF RESOLUTIONS

Resolution Honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award [MANNING] – Mr. Manning presented Ms. Waller with a resolution in honor of her receiving the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award.

APPROVAL OF MINUTES

Regular Session: May 21, 2013 – Mr. Livingston moved, seconded by Mr. Manning, to approve minutes as published. The vote in favor was unanimous.

Zoning Public Hearing: May 28, 2013 – Mr. Washington moved, seconded by Mr. Manning, to reconsider the portion of the minutes related to Case #13-10MA. The motion failed.

Ms. Dickerson moved, seconded by Mr. Livingston, to approve the minutes as published. The vote was in favor.

Special Called Meeting: May 28, 2013 – Mr. Livingston moved, seconded by Mr. Jeter, to approve the minutes as published. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Manning moved, seconded by Ms. Dickerson, to approve the agenda as distributed. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

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

CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Budget Update** – Mr. McDonald stated the work session and 2nd Reading of the H-Tax/A-Tax items are scheduled for June 13th.

REPORT OF THE CLERK OF COUNCIL

- a. **Scheduling of Budget Wk. Sess. 2nd (H-Tax/A-Tax Items) and 3rd Reading of Budget [ACTION]** – Mr. Malinowski moved to hold the work session and 2nd Reading on June 12th. The vote in favor was unanimous.

REPORT OF THE CHAIR

No report was given.

OPEN/CLOSE PUBLIC HEARINGS

- 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** – Mr. Scott Elliott spoke in favor of this item.
- 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** – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this public hearing until the July 2nd Council meeting.
- 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** – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this public hearing until the July 2nd Council meeting.
- d. **Palmetto Health JEDA Bond Issuance** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- ❖ **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]**
- ❖ **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]**

- ❖ **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]**
- ❖ **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 thereto [SECOND READING]**
- ❖ **13-12MA, Wayne Huggins, RU to OI (1.79 Acres), 9711 Garners Ferry Road, 24700-01-07 [SECOND READING]**
- ❖ **13-14MA, Boyce Haigler, HI to GC (1.03 Acres), 1051 Market St., 11206-04-05 [SECOND READING]**
- ❖ **13-15MA, Gary Morris, M-1 to HI (33.5 Acres), 1091 Carolina Pines Dr., 17600-01-17 & 24 [SECOND READING]**
- ❖ **13-16MA, Ryan Slattery, Killian's Crossing, PDD to PDD Amendment (398.66 Acres), 17400-02-04, 12, 14 & 16 [SECOND READING]**
- ❖ **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]**
- ❖ **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]**

- ❖ **Close Businesses Operating Without Current Licenses**
- ❖ **Palmetto Health JEDA Bond Issuance**
- ❖ **FY13 Budget Amendment for Risk Management [FIRST READING]**

Mr. Manning moved, seconded by Ms. Dickerson, to approve the Consent Items. The vote in favor was unanimous.

THIRD READING

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 – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item until the July 2nd Council meeting. The vote in favor was unanimous.

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 – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item until the July 2nd Council meeting. 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 related thereto – Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until the June 18th Council meeting. The vote in favor was unanimous.

SECOND READING

Small Local Business Enterprise ("SLBE") Program – Mr. Rush moved, seconded by Mr. Malinowski, to defer this item until the July 2nd Council meeting.

<u>For</u>	<u>Against</u>
Dixon	Livingston
Malinowski	Dickerson
Jackson	Manning
Rose	Jeter
Washington	
Rush	

The vote was in favor.

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 – Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item until the July 16th Council meeting. The vote in favor was unanimous.

<u>For</u>	<u>Against</u>
Dixon	Livingston
Malinowski	Dickerson
Jackson	Manning
Rose	
Washington	
Rush	
Jeter	

The vote was in favor.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

Detention Center Security Control Updates – Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

Detention Center Fire Control Updates – Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

Volunteer Fire Operations Insurance – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

Emergency Back-Up Generator Replacement – Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

Richland County Public Library Bonds:

- 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] – Ms. Dickerson stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

- 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** – Ms. Dickerson stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

- 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** – Ms. Dickerson stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

Emergency Services Contract for Property Purchase – Mr. Manning moved, seconded by Mr. Jackson, to defer this item until after Executive Session. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Inducement Resolution for Project Packaging – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

OTHER ITEMS

Report of the Dirt Road Committee:

- a. Recommended Plan for Paving Dirt Roads** – Ms. Dixon stated that the committee recommended approval of the 27 of 50 roads for low-volume paving road projects. The vote in favor was unanimous.
- b. Emergency Maintenance of Roads [FIRST READING]** – Ms. Dixon stated that the committee recommended approval of this item. The vote in favor was unanimous.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 6:54 p.m. and came out at approximately 7:39 p.m.
=====

- a. **Contractual Matter: Village at Sandhills** – No action was taken.
- b. **Richland One Special Election Fee Update** – No action was taken.
- c. **Emergency Services Contract for Property Purchase** – No action was taken.

MOTION PERIOD

- a. **Staff will provide Council with the Budget processes' preliminary motions list 24 hours prior to the deadline for item submission and final list within 48 hours following the submission deadline [MANNING]** – This item was referred to the A&F Committee.
- 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]** – This item was referred to the Rules & Appointments Committee.
- c. **Resolution in honor of Waverly Neighborhood's 100th Anniversary [ROSE]** – Mr. Malinowski moved, seconded by Mr. Jackson, to approve the resolution honoring the Waverly Neighborhood's 100th Anniversary. The vote in favor was unanimous.

Mr. Jackson moved, seconded by Mr. Jackson, to reconsider this item. The motion failed.

- 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]** – This item was referred to the A&F Committee.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Joyce Dickerson

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. Darrell's H-Tax Settlement
- b. Contractual Matter: IT
- c. Contractual Matter: Potential Purchase of Property - Airport

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

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- a. 3rd Reading of Budget: Wednesday, June 19, 6:00 PM
- b. Transportation Penny Director Update
- c. Public Information Director Update
- d. Recycle Day Update

Richland County Council Request of Action

Subject

- a. REMINDER: July Meeting Schedule
- b. 2nd Annual Owning, Maintaining & Gardening (OMG) of Homeownership, June 22nd, 8:00 AM-10:00 AM, Midlands Technical College, NE Campus

Richland County Council Request of Action

Subject

- a. High Speed Rail Coalition

Richland County Council Request of Action

Subject

Voterheads Update, Mike Switzer

Richland County Council Request of Action

Subject

- a. An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) 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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- d. 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
- e. Small Local Business Enterprise ("SLBE") Program

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 [**THIRD READING**] [**PAGES 25-28**]

Notes

First Reading: May 21, 2013
Second Reading: June 4, 2013
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

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 **[THIRD READING] [PAGES 29-30]**

Notes

First Reading: May 21, 2013
Second Reading: June 4, 2013
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 Intertape Polymer Corp. and extension of the term thereof upon certain conditions as provided herein; and other matters related thereto **[THIRD READING]**
[PAGES 31-66]

Notes

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

**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 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 INTERTAPE POLYMER CORP. 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 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, Intertape Polymer Corp. (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 30 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)

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 Intertape Polymer Corp. ("Buyer") who 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, 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, 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, the termination of the 2000 Lease Agreement and the execution of this Fee Agreement and all other documents necessary to evidence the transfer; 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; 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; and

WHEREAS, pursuant to the Ordinance, as an inducement to the Buyer to invest in the County, the County consented to a transfer of this Fee Agreement from the Company to the Buyer, and, because the additional investment by the Buyer will provide a substantial public benefit, agreed to extend the term of this Fee Agreement by ten years, for a total term of 30 years, contingent on the sale of the property comprising the Project to the Buyer; 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 Termination Date 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 the Buyer acquires the property comprising the Project, and in such case, the Termination Date 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 and has power to enter into this Fee Agreement and carry out its obligations hereunder. 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 2000 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 the Buyer who 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 the Buyer 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 291.3 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.

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 taking 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 Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all claims by or on behalf of any person arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by

virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

Section 4.11 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 4.12 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 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 5.4 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

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
P.O. Box 1509
Columbia, SC 29202
Fax: 803-255-8017

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.

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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 (hereafter the “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.

Grantor has taken no action to affect title to the Property. Otherwise, Grantor makes no warranty, express, implied or otherwise as to its title, if any, to the Property or the condition of the Property, which is conveyed as AS IS, WHERE IS without representation or warranty of any kind.

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 (i) transfer of the FILOT Transaction under the Title Act to a FILOT Transaction under the Non-Title Act and (ii) execution of (a) a fee agreement between the County and the Company ("Fee Agreement") and (b) 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 as of or after the date first written above in connection with the termination of 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.

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

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 [**THIRD READING**] [**PAGES 67-68**]

Notes

First Reading: May 28, 2013
Second Reading: June 4, 2013
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 [**THIRD READING**] [**PAGES 69-70**]

Notes

First Reading: May 28, 2013
Second Reading: June 4, 2013
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 **[THIRD READING] [PAGES 71-72]**

Notes

First Reading: May 28, 2013
Second Reading: June 4, 2013
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 [**THIRD READING**] [**PAGES 73-75**]

Notes

First Reading: May 28, 2013
Second Reading: June 4, 2013
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 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
[THIRD READING] [PAGES 76-78]

Notes

First Reading: May 28, 2013
Second Reading: June 4, 2013
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

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 **[THIRD READING] [PAGES 79-87]**

Notes

First Reading: May 28, 2013

Second Reading: June 4, 2013

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
Residential Uses																	
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	SR			SR			
Single-Family, Zero Lot Line, Parallel				SR	SR	SR	SR		SR	SR	SR						
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
Retail Trade and Food Services																	
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

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 Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$300,000 of General Fund Unassigned Balance for legally obligated claims for the Richland County Risk Management Department **[SECOND READING] [PAGES 88-92]**

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: June 4, 2013

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.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF_14

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROVE AND APPROPRIATE \$300,000 OF GENERAL FUND UNASSIGNED BALANCE FOR LEGALLY OBLIGATED CLAIMS FOR THE RICHLAND COUNTY RISK MANAGEMENT DEPARTMENT.

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 three hundred thousand dollars (\$300,000) be appropriated specifically to the Richland County Risk Management Department for “Legally Obligated Claims”. 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>300,000</u>
Total General Fund Revenue as Amended:	\$ 150,388,731

EXPENDITURES

Expenditures appropriated July 1, 2012 as amended:	\$ 150,088,731
Increase to Risk Management	\$ <u>300,000</u>
Total General Fund Expenditures as Amended:	\$ 150,388,731

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 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
[SECOND READING] [PAGES 93-97]

Notes

First Reading: June 4, 2013

Second Reading:

Third Reading:

Public Hearing:

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

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 98-155]**

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:

**INTERGOVERNMENTAL AGREEMENT
RELATING TO
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY**

*Richland County, South Carolina
City of Columbia, South Carolina
City of Forest Acres, South Carolina
Lexington County, South Carolina
The Central Midlands Regional Transit Authority*

This agreement (this “Agreement”) is made and entered into as of _____, 2013, by and among Richland County, South Carolina (“Richland County”), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the “State”); the City of Columbia (the “City of Columbia”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the “City of Forest Acres”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina (“Lexington County”), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the “CMRTA”), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

WITNESSETH:

WHEREAS, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. (“SCE&G”), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

WHEREAS, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

WHEREAS, beginning in 2006, and continuing through June 30, 2013, funding for the CMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

WHEREAS, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of \$300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

WHEREAS, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

WHEREAS, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

NOW THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

SECTION 1

DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

“2002 Agreement” shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

“Board” shall mean Board of Directors of the CMRTA.

“City of Columbia” shall mean the City of Columbia, South Carolina.

“City of Forest Acres” shall mean the City of Forest Acres, South Carolina.

“Columbia City Council” shall mean the City Council of the City of Columbia, South Carolina.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Council” or “Councils” shall mean Richland County Council and Lexington County Council.

“County” or “Counties” shall mean Richland County and Lexington County.

“Enabling Act” shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Forest Acres City Council” shall mean the City Council of the City of Forest Acres, South Carolina.

“Lease Agreement” shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

“Lexington County” shall mean Lexington County, South Carolina.

“Lexington County Council” shall mean the County Council of Lexington County.

“Plan of Service” shall mean the Transit Services provided in the Service Area.

“Richland County” shall mean Richland County, South Carolina.

“Richland County Council” shall mean the County Council of Richland County.

“Service Area” shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

“Service and Performance Standards” shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

“State” shall mean the State of South Carolina.

“Transit Services” shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

“Transportation Penny” means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of

equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by

this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Acres, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

SECTION 4

TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service providers if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not

limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as provide for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will obtain a study of the feasibility of providing Transit Services n the rural areas of Richland County. This study may also include the rural areas of Lexington County if Lexington County pays the costs of that portion of the study.

4.07 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

SECTION 5

LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. The CMRTA agrees that all funding from the Transportation Penny shall be used only for budgeted costs of operations, capital and other expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments to the CMRTA no later than the 30th day of each month in which it receives a quarterly distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each

year, no later than July 1st, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make quarterly payments no later than the last day of the first month of each quarter.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the annual audited financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

SECTION 6

BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors (“Voting Directors”) appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director (“Advisory Director”) to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

- (a) As much financial transparency as possible, within the parameters of standards in the transit industry;
- (b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;
- (c) A term of five years, with up to five one-year renewals; and
- (d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability

or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, or the CMRTA contained in this Agreement.

8.06 Effect of Agreement. All obligations of the parties, each to the other, contained in any memorandum and any other document or based upon any other communications, other than the Transfer Lease Agreement, prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the parties.

8.07 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of further obligation under the terms of the 2002 Agreement.

8.08 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

8.09 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

8.10 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.12 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8.13 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that

determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8.14 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

8.15 Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.16 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to Richland County:
Richland County, South Carolina
Attn: County Administrator
2020 Hampton Street
Columbia, South Carolina 29202

With a copy to:
Richland County, South Carolina
Attn: County Attorney
2020 Hampton Street
Columbia, South Carolina 29202

If to the City of Columbia:
City of Columbia, South Carolina
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217

With a copy to:
City of Columbia, South Carolina
Attn: City Attorney
P.O. Box 667
Columbia, South Carolina 29201

If to the City of Forest Acres
City of Forest Acres
Attn: City Administrator
Post Office Box 6587
Forest Acres, South Carolina 29260-6587

With a copy to:
City of Forest Acres
Attn: City Attorney
Post Office Box 687
Forest Acres, South Carolina 29260-6587

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to the CMRTA:
Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

With a copy to:
McNair Law Firm, P.A.
Attn: Francenia B. Heizer, Esquire
Post Office Box 11390
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

[Signature Pages Follow]

SIGNATURE PAGES TO BE PROVIDED

EXHIBIT A
[TO BE PROVIDED]

DRAFT

EXHIBIT B
VISION 2020
[SEE ATTACHED]

DRAFT

EXHIBIT C
BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington Term _____

Mac Bennett Term _____

Jennifer Harding Term _____

City of Columbia Appointees - 3

Brian Newman Term _____

Derrick Huggins Term _____

Ron Anderson Term _____

City of Forest Acres Appointee - 1

Jake Broom Term _____

Lexington County Appointee - 1

Lil Mood Term _____

Richland County Legislative Delegation
Appointees - 3

Joseph Neal Term _____

Caroline Whitson Term _____

Tiffany Johnson Gunn Term _____

City of Cayce Advisory Member

Skip Jenkins

City of West Columbia Advisory Member

Myron Corley

**INTERGOVERNMENTAL AGREEMENT
RELATING TO
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY**

*Richland County, South Carolina
City of Columbia, South Carolina
City of Forest Acres, South Carolina
Lexington County, South Carolina
The Central Midlands Regional Transit Authority*

This agreement (this “Agreement”) is made and entered into as of _____, 2013, by and among Richland County, South Carolina (“Richland County”), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the “State”); the City of Columbia (the “City of Columbia”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the “City of Forest Acres”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina (“Lexington County”), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the “CMRTA”), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

WITNESSETH:

WHEREAS, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. (“SCE&G”), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

WHEREAS, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

WHEREAS, beginning in 2006, and continuing through June 30, 2013, funding for the CMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

WHEREAS, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of \$300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

WHEREAS, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

WHEREAS, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

NOW THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

SECTION 1
DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

“2002 Agreement” shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

“Board” shall mean Board of Directors of the CMRTA.

“City of Columbia” shall mean the City of Columbia, South Carolina.

“City of Forest Acres” shall mean the City of Forest Acres, South Carolina.

“Columbia City Council” shall mean the City Council of the City of Columbia, South Carolina.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Council” or “Councils” shall mean Richland County Council and Lexington County Council.

“County” or “Counties” shall mean Richland County and Lexington County.

“Enabling Act” shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Forest Acres City Council” shall mean the City Council of the City of Forest Acres, South Carolina.

“Lease Agreement” shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

“Lexington County” shall mean Lexington County, South Carolina.

“Lexington County Council” shall mean the County Council of Lexington County.

“Plan of Service” shall mean the Transit Services provided in the Service Area.

“Richland County” shall mean Richland County, South Carolina.

“Richland County Council” shall mean the County Council of Richland County.

“Service Area” shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

“Service and Performance Standards” shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

“State” shall mean the State of South Carolina.

“Transit Services” shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

“Transportation Penny” means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of

equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by

this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Acres, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

SECTION 4

TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service providers if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not

limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as provide for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will obtain a study of the feasibility of providing Transit Services n the rural areas of Richland County. This study may also include the rural areas of Lexington County if Lexington County pays the costs of that portion of the study.

4.07 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

SECTION 5

LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. CMRTA agrees that all funding from the Transportation Penny shall be used only for the costs of operations and capital expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments within [30/15?] days of the date upon which it receives a distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each

year, no later than July 1st, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make quarterly payments no later than the last day of the first month of each quarter.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

SECTION 6

BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors (“Voting Directors”) appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director

shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director (“Advisory Director”) to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

- (a) As much financial transparency as possible, within the parameters of standards in the transit industry;
- (b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;
- (c) A term of five years, with up to five one-year renewals; and
- (d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, or the CMRTA contained in this Agreement.

8.06 Effect of Agreement. All obligations of the parties, each to the other, contained in any memorandum and any other document or based upon any other communications, other than the Transfer Lease Agreement, prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the parties.

8.07 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of further obligation under the terms of the 2002 Agreement.

8.08 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

8.09 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

8.10 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.12 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8.13 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That

invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8.14 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

8.15 Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.16 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to Richland County:
Richland County, South Carolina
Attn: County Administrator
2020 Hampton Street
Columbia, South Carolina 29202

With a copy to:
Richland County, South Carolina
Attn: County Attorney
2020 Hampton Street
Columbia, South Carolina 29202

If to the City of Columbia:
City of Columbia, South Carolina
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217

With a copy to:
City of Columbia, South Carolina
Attn: City Attorney
P.O. Box 667
Columbia, South Carolina 29201

If to the City of Forest Acres
City of Forest Acres
Attn: City Administrator
Post Office Box 6587
Forest Acres, South Carolina 29260-6587

With a copy to:
City of Forest Acres
Attn: City Attorney
Post Office Box 687
Forest Acres, South Carolina 29260-6587

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to the CMRTA:
Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

With a copy to:
McNair Law Firm, P.A.
Attn: Francenia B. Heizer, Esquire
Post Office Box 11390
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

[Signature Pages Follow]

SIGNATURE PAGES TO BE PROVIDED

EXHIBIT A
[TO BE PROVIDED]

EXHIBIT B

VISION 2020

[SEE ATTACHED]

EXHIBIT C
BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington Term _____

Mac Bennett Term _____

Jennifer Harding Term _____

City of Columbia Appointees - 3

Brian Newman Term _____

Derrick Huggins Term _____

Ron Anderson Term _____

City of Forest Acres Appointee - 1

Jake Broom Term _____

Lexington County Appointee - 1

Lil Mood Term _____

Richland County Legislative Delegation
Appointees - 3

Joseph Neal Term _____

Caroline Whitson Term _____

Tiffany Johnson Gunn Term _____

City of Cayce Advisory Member

Skip Jenkins

City of West Columbia Advisory Member

Myron Corley

Central Midlands Regional Transit Authority
Budget for the Year Ending June 30, 2014
With Income Statement For The 6 Month Period Ended 3/31/2013
And Budget for the 9 Month Period Ending June 30, 2013

			Year to Date	% of	Budget	% of	Budget	% of		
			As of 3/31/13	Revenue	Nine Months	Revenue	FYE 6/30/2014	Notes	Revenue	
Revenue										
1	3010-010-000-00	Farebox Revenue	595,741	14.82%	896,501	12.25%	1,476,402		5.69%	1
2	3020-010-000-00	Ticket Sales Revenue	187,450	4.66%	263,750	3.60%	425,000		1.64%	2
3	3022-010-000-00	Advertising Revenue	24,753	0.62%	34,625	0.47%	44,500		0.17%	3
4	3023-010-000-00	In Kind Revenue	-	0.00%	45,000	0.61%	60,000		0.23%	4
5	3025-010-000-00	Contracted Service Revenue	51,952	1.29%	92,500	1.26%	-		0.00%	5
6	3026-010-000-00	Local Revenue-Columbia	1,909,015	47.48%	2,850,000	38.93%	-		0.00%	6
7	3027-010-000-00	Local Revenue-Lexington Cty	54,038	1.34%	87,250	1.19%	116,250		0.45%	7
8	3031-010-000-00	Local Revenue - Richland Cty	834,996	20.77%	1,252,500	17.11%	-		0.00%	8
9	3033-010-000-00	1% Sales Tax Revenue Earned	-	0.00%	-	0.00%	14,985,186	3	57.74%	9
10	3032-010-000-00	Interest Income	355	0.01%	-	0.00%	-		0.00%	10
11	3037-010-000-00	State Mass Transit Funds-Operations Revenue	254,264	6.32%	375,841	5.13%	471,121		1.82%	11
12	3110-010-096-010	Federal Revenue Capital	-	0.00%	120,375	1.64%	305,347		1.18%	12
13	3110-010-210-00	Federal Revenue - Planning	418	0.01%	-	0.00%	-		0.00%	13
14	XXXX-XXX-XXX-XX	Federal Revenue: Mobility Management	-	0.00%	-	0.00%	82,496		0.32%	14
15	3111-010-000-00	Projected PM & DART Grant Revenue	-	0.00%	1,302,000	17.79%	1,987,518	11	7.66%	15
16	3110-010-000-09	Federal Revenue for CapX Fleet Procurement	-	0.00%	-	0.00%	6,000,000	1	23.12%	16
17	3112-010-210-09	Federal Revenue-Capital (PM)	2,530	0.06%	-	0.00%	-		0.00%	17
18	3112-010-247-09	Federal Revenue-Capital (PM)	105,212	2.62%	-	0.00%	-		0.00%	18
19		Total Revenue	4,020,723	100.00%	7,320,342	100.00%	25,953,820		100.00%	19
Expenses										
20	4101-010-000-00	Salaries	80,076	1.99%	129,557	1.77%	608,551	9	2.34%	20
21	4103-010-000-00	Contracted Laborers	1,210	0.03%	-	0.00%	-		0.00%	21
22	4140-010-000-00	Fringe Benefits	39,812	0.99%	68,991	0.94%	317,202	10	1.22%	22
23	4201-010-000-00	Dues & Subscriptions:	210	0.01%	950	0.01%	22,500		0.09%	23
24	4202-010-000-00	Employee Training	5,552	0.14%	4,875	0.07%	6,695		0.03%	24
25	4203-010-000-00	Marketing/Advertising/Promotion	40,105	1.00%	20,000	0.27%	95,000		0.37%	25
26	4204-010-000-00	Legal Advertising:	140	0.00%	3,500	0.05%	4,120		0.02%	26
27	4205-010-000-00	Transit Facility Maint /Repair:	56,431	1.40%	192,961	2.64%	160,188	17	0.62%	27
28	4206-010-000-00	Office Supplies/Other Expenses:	1,441	0.04%	3,550	0.05%	12,360		0.05%	28
29	4208-010-000-00	Postage & Shipping	417	0.01%	925	0.01%	1,236		0.00%	29
30	4209-010-000-00	Printing	3,198	0.08%	18,750	0.26%	77,250		0.30%	30
31	4210-010-000-00	Board / Committee Expenses	202	0.01%	-	0.00%	-		0.00%	31
32	4219-010-000-00	Admin-Miscellaneous:	1,344	0.03%	1,500	0.02%	1,545		0.01%	32
33	4305-010-000-00	Contractor-Fixed Route:	2,607,757	64.86%	3,920,536	53.56%	6,513,858	6/12/13	25.10%	33
34	4306-010-000-00	Contractor-DART	671,013	16.69%	1,232,697	16.84%	1,288,726	6/12/13	4.97%	34
35	4308-010-000-00	Contractor-Contract Services	19,839	0.49%	58,000	0.79%	-		0.00%	35
36	4321-010-000-00	Vehicle Fuel	407,397	10.13%	675,631	9.23%	1,321,327	6/12/13	5.09%	36
37	4341-010-000-00	Insurance - Vehicle:	17,571	0.44%	23,813	0.33%	35,142		0.14%	37
38	4342-010-000-00	Insurance - Facilities	7,418	0.18%	12,375	0.17%	16,995		0.07%	38
					Budget					

			<u>Year to Date</u>	<u>% of</u>	<u>Nine Months</u>	<u>% of</u>	<u>Budget</u>	<u>Notes</u>	<u>% of</u>	
			<u>As of 3/31/13</u>	<u>Revenue</u>	<u>Ended 6/30/13</u>	<u>Revenue</u>	<u>FYE 6/30/2014</u>		<u>Revenue</u>	
39	4343-010-000-00	Insurance-Tort Liability:	4,857	0.12%	8,100	0.11%	11,124		0.04%	39
40	4344-010-000-00	Insurance-Officers & Directors:	1,905	0.05%	2,500	0.03%	3,863		0.01%	40
41	4361-010-000-00	Profession & Technical /Legal	84,981	2.11%	142,500	1.95%	330,000		1.27%	41
42	4365-010-000-00	Custodial Services	29,827	0.74%	47,331	0.65%	65,001		0.25%	42
43	4366-010-000-00	Security Services:	41,736	1.04%	71,625	0.98%	98,365		0.38%	43
44	4367-010-000-00	Fare Collection Svces/Supplies:	17,088	0.43%	29,075	0.40%	38,750		0.15%	44
45	4368-010-000-00	Tickets & Transfers:	2,381	0.06%	9,000	0.12%	40,000		0.15%	45
46	4369-010-000-00	Other Services:	21,622	0.54%	4,500	0.06%	43,244		0.17%	46
47	4370-010-096-09	Facility Renovations - ARRA	-	0.00%	120,375	1.64%	305,347		1.18%	47
48	4381-010-000-00	Electricity	51,516	1.28%	73,500	1.00%	100,940		0.39%	48
49	4382-010-000-00	Water & Sewer	3,202	0.08%	7,350	0.10%	10,043		0.04%	49
50	4383-010-000-00	Telephone	18,409	0.46%	30,375	0.41%	41,715		0.16%	50
51	4384-010-000-00	Natural Gas	4,688	0.12%	5,450	0.07%	7,468		0.03%	51
52	4387-010-000-00	Vehicle Repairs & Maintenance	59,028	1.47%	316,650	4.33%	614,936	14	2.37%	52
53	4401-010-000-00	Taxes & Fees:	5,769	0.14%	6,000	0.08%	8,240		0.03%	53
54	4501-010-210-09	Office Equipment & Furniture:General-Capital	2,202	0.05%	-	0.00%	-		0.00%	54
55	4505-010-000-00	Vehicles & Equipment:	30,526	0.76%	-	0.00%	-		0.00%	55
56	4512-010-000-00	Software & Equipment Maintenance	21,496	0.53%	22,500	0.31%	63,592		0.25%	56
57	4515-010-000-00	Office Equipment-Lease/Rental	4,041	0.10%	9,000	0.12%	12,360		0.05%	57
58	4600-010-000-00	In Kind Expense	-	0.00%	45,000	0.61%	60,000		0.23%	58
59	4999-010-000-00	Miscellaneous	-	0.00%	900	0.01%	11,236	5	0.04%	59
60	4700-010-000-00	Depreciation Expense	584,301	14.53%	1,622,585	22.17%	2,163,447	2	8.34%	60
61	4601-010-000-00	Refunds to City & Richland County	-	0.00%	-	0.00%	2,300,000	7/16	8.86%	61
62		Total Expenses	<u>4,950,707</u>	<u>123.13%</u>	<u>8,942,927</u>	<u>122.17%</u>	<u>16,812,366</u>	7	<u>64.78%</u>	62
63		Net Income (Loss) Before Reserves	(929,985)	-23.13%	(1,622,585)	-22.17%	9,141,454	1	35.22%	63
64		Operating Reserve Funding	-	0.00%	-	0.00%	(4,837,455)	7	-18.64%	64
65		Capital Reserve Funding	-	0.00%	-	0.00%	(1,500,000)	8	-5.78%	65
66		Net Income (Loss)	<u>(929,985)</u>	<u>-23.13%</u>	<u>(1,622,585)</u>	<u>-22.17%</u>	<u>2,803,999</u>	15	<u>10.80%</u>	66

Note 1: Cash of \$6,000,000 from contemplated federal grant is expected to be used to acquire new fleet additions.

Note 2: The FYE 6/30/14 budget includes depreciation funding.

Note 3: The amount earned for May and June 2013 from the 1% Sales Tax is expected to be collected in August 2013. This amount is estimated to approximate \$2.7 million. The amount to be earned for the quarter ending 6/30/14 is expected to be collected in August 2014. This amount is estimated to approximate \$3.9 million.

Note 4: The FYE 6/30/14 budget does not include the cost of additional contemplated service effective 4/1/2014.

Note 5: FYE 6/30/14 budget includes \$10,000 for Santee-Wateree operations support. Added to Miscellaneous Expense.

Note 6: FYE 6/30/14 budget includes USC football game revenue of \$42,000 in Farebox Revenue as well as \$48,710 in expense (\$33,310 in VEOLIA Fixed Route cost, \$2,600 in VEOLIA DART Route cost, and \$12,800 in Vehicle Fuel).

Note 7: The Operating Reserve Funding is based on four months of total expenses before reserves, less expense for refunds to City & Richland County.

Note 8: The Capital Reserve Funding is based on 20% match on federal fleet procurement grant.

Note 9: Salaries includes \$410,000 for additional staffing in FYE 6/30/14 budget. Salaries also includes \$20,624 for Mobility grant match for FYE 6/30/14.

Note 10: Fringe benefits includes \$221,195 for additional staffing for FYE 6/30/14.

Note 11: Projected PM & DART Grant Revenue includes \$1,600,000 for PM and \$387,518 for DART for FYE 6/30/14.

Note 12: Cost of additional service added 5/13/13 is \$1,219,446 for FYE 6/30/14. Of this amount, \$902,390 is included in VEOLIA Fixed Route Cost and \$317,056 is included in Vehicle Fuel.

Note 13: Cost of additional service to be added 10/1/13 is \$230,490. Of this amount, \$170,563 is included in VEOLIA Fixed Route cost and \$59,927 is included in Vehicle Fuel.

Note 14: A/C #4387 includes \$496,880 in 20% Preventative Maintenance expense match of federal grant revenue for FYE 6/30/14 budget.

Note 15: Cash flow will not correspond with net income due to the timing of various revenues earned and expenses incurred vs when these items are received or paid.

Note 16: As of the date of the preparation of this budget, this line item is in negotiation between CMRTA and the Funding Partners. The actual amount could be more or less than the amount show above. Further, the amount may ultimately be obligated or incurred in a fiscal year other than the year in which this item appears above.

Note 17: Includes \$41,146 for the cost for VEOLIA-provided Route Scout services.



VISION : 2020

Operations Roadmap

Vision: 2020 presented by the Central Midlands Regional Transit Authority (CMRTA) proposes a new direction and approach to public transportation in the Midlands that will create a more innovative, connected and accessible system to facilitate a better quality of life for all Richland County citizens.

The conversion of compressed natural gas (CNG) as a new fuel source for the CMRTA's transit fleet will not only be a major investment in the infrastructure for CMRTA- helping the system save up to 40% of fuel cost while mitigating its impact on the environment, but it will also create much-needed infrastructure for the entire region that allows local businesses and governments to use and develop cleaner, American homegrown energy while boosting the economic development potential for the entire region.

The development of high-frequency service along high-capacity corridors will provide greater connectivity and added convenience for riders during peak hours so that they can get to work, school and retail in a more efficient manner.

The CMRTA will also restructure service to begin serving neighborhoods with lower-density routes with smaller buses to directly connect riders with the higher-capacity transit corridors. This change will enhance efficiency, provide opportunity for increased ridership and better connect neighborhoods to the downtown business corridors.

With new technologies and improved infrastructure the CMRTA will create a more intelligent transit system. Some of these measures include implementing the automated vehicle locator (AVL) and enhanced GPS- tracking to provide real-time arrival and departure information for riders so that they can more efficiently plan their trips using their smart phones or the

redesigned CMRTA website. And the new smartcard fare payment technology will allow riders to quickly and easily recharge their transit passes at terminals to speed rider commutes.

All of these innovations and service enhancements will enable a more robust, accessible service for the citizens of Richland County to live, to work and to play. Increased frequency, more coverage and greater connection will contribute to a higher quality of life for all.

The Central Midlands Regional Transit Authority's *Vision: 2020* reflects a new philosophy and approach to service. *Vision: 2020* is simply about growing ridership by providing amazing service for our transit riders while constantly attracting new customers and building community-wide support. By focusing on job connectivity, job growth and livable communities, CMRTA services will become a transportation *style*. *Vision: 2020's* operational plan targets improving existing services, creating new services and bringing about innovative technologies/infrastructure to support current and future riders. The changes include:

- **ENHANCED SERVICES: High-Capacity Transit Corridors and Local Routes:**
 - Traditional transit but with high frequency to make riding transit easy and convenient.
 - Ridership rates are well-above other routes with high demand for more services.
 - Enhancements target frequency, expanded evenings and restored Sundays.
 - Local routes will build on existing successful services and connect people with jobs and shopping. These services will see high frequency peak hours, as supported by ridership.
- **NEW SERVICE TYPE: Limited Stop Express (LSE) Routes:**
 - Travels along major metro transit corridors, stopping only at major intersections, transfer points, large employment areas and retail centers.
 - Limited Stop Express routes are designed to operate both directions to serve suburban and metro commuters. Initially, these routes will only operate during peak periods. Service will expand as supported by ridership.
- **NEW TECHNOLOGY: Compressed Natural Gas (CNG):**
 - Compressed Natural Gas (CNG): As part of its environmental commitment and emphasis on supporting American industry, CMRTA will actively pursue CNG as its fuel type for its transit fleet. CMRTA's leadership in this area brings considerable federal funds and investment that can act as a catalyst for alternative fuel use in the Midlands.

- By opening the first permanent natural gas fuel station to the Midlands, it opens to doors to other fleets from Richland County, City of Columbia, State of South Carolina, University of South Carolina and School Bus fleets.
- CMRTA will pursue a strong public-private partnership to bring CNG fuel to the retail market, allowing private citizens to purchase flex fuel, natural gas or hybrid-gas vehicles and fuel for local or regional travel. Emerging green technology—such as bio-gas production—will help establish new industries in the Midlands.
- Natural gas has lower tailpipe emissions, is a US-based fuel product that creates US jobs, costs about 40% less than diesel fuel and permits CMRTA to stretch its dollars even-farther. It is very expensive to build the on-site infrastructure and buy the new transit fleet.
- **NEW SERVICE TYPE: Neighborhood Service & Flex Routes:**
 - Redesigns low-productivity transit routes and uses small buses in neighborhoods to directly connect people with high-capacity transit corridors.
 - Flex routes allow buses to leave neighborhood service routes to pick-up or drop-off customers in low-density areas. Usually operate in peak service only but use dial-a-ride options in mid-day, evening and on weekends.
 - Creates more independence and ridership options for persons with disabilities and the elderly.
 - High ridership and strong fare collection allows the small services to grow into full-service transit routes.
- **NEW SERVICE TYPE: Park & Ride Express Routes:**
 - Dedicated service to parking areas with express service to major employment sites via the region's interstate highway network but will also circulate through downtown to minimize transfers.
 - Connect people with jobs or events (downtown employers, events/concerts, USC, etc.) over a longer distance.
 - Operates only during peak periods or dedicated event times. All routes will travel into downtown Columbia in the morning and from downtown Columbia in the afternoon with connections to other routes.
 - Allows metro workers to reach suburban retail areas for employment while suburban service increases access to metro job markets.

- Transit Technologies: Compressed Natural Gas (CNG) buses; real time arrival and departure information for transfer points and smart phones; web-based transit trip planning and trip matching services for ride-share and vanpool programs; new shelters and benches to match the service types; and a new downtown transit center to support downtown revitalization.

High-Capacity Transit Corridors and Enhanced Local Routes:

- Corridor #1: N. Main/Columbia College: Enhanced to 30-minute all-day service, later evenings, enhanced weekend and restored Sunday service. Key residential and retail corridor with service to Columbia College and Eau Claire Community Center.
- Corridor #2: Palmetto Health Richland/Farrow Rd: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sunday service. Will use neighborhood and flex services on weekends to connect to other routes. Key access to Palmetto Health, SC Health Department and large state employment sites.
- Corridor #3: Two Notch Rd: 30 minute all-day service with new Limited Stop Express route during peak periods to provide near 15-minute service during peak travel times; restore evenings, enhance weekends and restore Sundays. Will enhance a major retail, residential and employment corridor that will reduce auto traffic and connect with new services to the Village at Sandhill.
- Corridor #4: Forest Dr: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sundays. Possible Limited Stop Express to Ft. Jackson for support workers and families attending Army graduation ceremonies/events. Route supports a growing retail and residential corridor.
- Corridor #5: Assembly/Bluff Rd.: Enhanced to 30-minute peak service and 60-minute midday service. Will use neighborhood and flex services on weekends to connect to other routes. Enhances transportation for University of South Carolina students and workers to campus with increased access to special events at Williams-Brice Stadium and State Fairgrounds. High use by students from the University of South Carolina/Midlands Technical College will allow for 20-minute frequency all day.
- Corridor #6: Devine/Garner's Ferry: Enhanced service for the entire area, expanding to Greenlawn Ave. with 30-minute all-day service. A new Hopkins Limited Stop Express route during peak periods will provide near 15-minute service during peak travel times. Restores evenings and Saturdays with Sunday neighborhood service and flex services. Enhanced service to Midlands Technical College, Benedict College housing, Veterans' Administration Hospital and Shandon community.

- Corridor #7: Broad River/Harbison: Enhanced with 30-minute peak frequencies; enhanced evening and weekend service, including Sundays. Expanded frequency to Dutch Square Mall, state employment centers and Harbison Rd. retail/employment sites. High ridership builds toward a downtown-to-shopping weekend express service.
- Downtown Circulator: This high-frequency service into downtown Columbia creates the opportunity for a downtown circulator at a much lower cost. As buses arrive downtown, they will depart the new transit center and “orbit” downtown to connect the north and south ends to include Bull and Assembly streets. Quick access to downtown high-rises, University of South Carolina campus and The Vista without having to transfer routes to get there.

Neighborhood Service Routes & Flex Routes:

- Eau Claire: Connects Earlewood, Sunset Rd. and Eau Claire neighborhoods with Broad River and N. Main corridors. Fixed route services give customers quick access to shopping or connections into downtown and Palmetto Health Richland.
- Colonial Dr./W. Beltline: Connects the neighborhoods between N. Main St. and Two-Notch Rd. to downtown with connections at Farrow Rd. providing increased opportunity to reach job centers.
- Monticello Rd./Denny Terrace: Flex Route with possible dial-a-ride service to connect Denny Terrace, Eau Claire and N. Main St. communities with evening/weekend service.
- Fairfield Rd./ Wilson Rd.: Flex Route with possible dial-a-ride service to connect the Wilson Rd. and Northeast Richland County with the N. Main St and Farrow Rd. corridors. Allows for evening and weekend transit services.
- Forest Acres: Flex Route with possible dial-a-ride service to connect Forest Acres with Two Notch, Forest Dr. and possibly Devine/Garner’s Ferry. Allows for evening and weekend transit services.
- Millwood/Shandon: Flex Route with possible dial-a-ride service to connect The Millwood and Shandon areas with the Forest Dr. as well as Devine/Garner’s Ferry Corridors. Also provides connections into Five Points and the University of South Carolina campus. Allows for evening and weekend transit services.
- Rosewood Dr.: Connects Hollywood/Rose Hill/Rosewood neighborhoods with the Devine/Garner’s Ferry and the Assembly/Bluff Rd. high frequency corridors with access at Midlands Technical College and Assembly St. Allows for evening and weekend transit services.

- Bush River Rd./St. Andrews: Connects the Bush River Rd. St. Andrews area with the shopping and employment areas of Bower Parkway, Harbison Rd. and Lake Murray Blvd. and the new Palmetto Health Parkridge. Allows for evening and weekend transit services.

New Routes Enhanced Local Routes & Neighborhood Service/Flex Routes

- Two Notch Road Local: Creates a new local service along Two Notch Rd. that operates between Columbia Place Mall and the Village at Sandhill. This route will operate bi-directionally to take commuters to job centers in both the city and suburbs.
- Two Notch Road Limited Stop Express: Creates a Limited Stop Express that operates from downtown Columbia along Two Notch Road to Columbia Place Mall (or beyond). This route will make limited stops only at major points of interest to our customers. This route will operate bi-directionally bringing commuters to job centers in the city and out to the suburbs. Service will operate during peak periods.
- College Special: Connects various off-campus apartments for the University of South Carolina, Allen University and Benedict College students, to the entertainment district of Five Points. This route will operate from Bluff Road to Two Notch Road via Blossom/Harden Streets.
- Hopkins Limited Stop Express: Limited Stop Express between Hopkins and downtown Columbia via Garners Ferry Road. Service during peak periods will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- Gamecock/Event Shuttles: Shuttles to connect downtown Columbia restaurants, hotels and parking garages and The Vista to Williams-Brice Stadium. This enhanced-fare service will provide circulator-style transit in the downtown Columbia/University of South Carolina areas, based on demand.
- Rural Transportation: Key to a successful transportation plan is a service as diverse as its communities. Rural communities have distinct needs, focused mainly on access to employment centers and medical care. Solutions—developed in conjunction with communities—will include dedicated van pool programs, volunteer rideshare programs and CMRTA technical support for private transportation providers. These services will plug outlying communities into the metro transportation network for access to higher education, medical care and employment. As demand builds, new fixed routes and park and rides will follow.
- Expanded DART service for persons with disabilities as service areas grow, as well as access to all fixed routes, and all dial-a-ride/flex services.

New Routes Enhanced Park & Ride Express routes

- **Northwest (I-26) Express:** New service from I-26 Exit 97 (Peak) through Columbiana Mall (Harbison) and then back to I-26 into downtown Columbia. Service will operate during peak periods will take commuters to job centers into the city and out to the suburbs.
- **Northeast (I-77) Express:** New service from Blythewood through Killian Road, Palmetto Health Richland to downtown Columbia. Service will operate during peak periods. This route will operate toward Columbia in the mornings and toward Blythewood in the afternoons.
- **East (I-20) Richland Express:** Creates a service that operates from the Village at Sandhill via Clemson Road, I-20, Columbia Place Mall, Palmetto Health/ Richland Hospital to downtown Columbia. Service will operate during peak periods. This route will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- **Gamecock/Event Shuttles:** New Park & Ride routes from the Northwest, Northeast and East Richland Park & Ride locations for University of South Carolina football games and special events. This premium-fare service will provide round trip express services from key locations to downtown for game day activities based on demand.

Innovations for Partnerships & Transit Technologies

- **Downtown Circulator:** In addition to the emphasis on connecting workers, students and visitors throughout downtown, new partnerships within the Richland/Columbia area will permit the creation of a circulator to connect hotels, convention centers and restaurants.
- **Dedicated Job-Center Routes:** As new industry arrives and existing businesses expand, shift work at major employment sites can become more challenging and can create increased burden on the local infrastructure (traffic, lack of surface parking). New partnerships with large employers allows for specialized transit routes (open to the public) from downtown to industrial parks, warehouses or manufacturing centers.
- **Lexington County Transportation Options:** While focused on Richland County as the primary funding source, Lexington County and its many towns and communities will have access to similar programs and services on a pay-as-you-go basis. Several high-capacity transit and Park & Ride corridors exist in Lexington County the opportunity to add neighborhood service and flex/dial-a-ride programs services in outlying communities.

- University & Commuter Connections: CMRTA's 2013 programs to begin connecting students to transit will begin with new lower-cost fare options for students to encourage more use by high school & college students. Partnerships with universities, school districts and major employer locations will allow us to connect a whole new passenger base with a whole new set of commute options.
- Intelligent Transit Systems (a sample of popular technologies):
 - CMRTA will take the next step in technology by adding automated vehicle location (AVL) to allow real-time arrival and departure information for customers at stops or on smart phones.
 - GPS-tracking on buses can help trigger lights to turn green on major corridors helping push the buses through clogged city traffic and speed up commute times.
 - New technology will text passengers when their buses will arrive (with user-defined settings) and even let them track the closest bus while waiting on the street corner and use web-based trip planning on the new CMRTA web-site.
 - Smartphone apps for visitors can link them to transit and QRT/bar-code technology around town can tell tourists about routes and services on-the-go.
 - Smartcard fare payment technology will allow customers to ride with the tap of their card and can recharge their transit passes at terminals (similar to an ATM). This also provides real-time bus arrival information, general passenger information and advertising revenue for the system.
- Rider Amenities (a sample of popular amenities):
 - An improved downtown Transit Center with off-street bus access and off-street waiting areas. The new downtown transit center will give customers a more secure, convenient and cleaner way to ride transit services. Buses will no longer line up downtown for route transfers therefore downtown sidewalks will be easier to navigate for pedestrians. Customers will be able to catch their buses at the same gate every day to improve reliability and get them home on time.
 - New buses for all routes and services are vital to improving CMRTA services.
 - New buses for major corridors will be state-of-the-art, low-floor buses. New, on-board technologies will announce major stops, digitally display the cross-streets and include on-board security cameras. New ergonomic seating with stainless steel interiors (and on-board Wi-Fi for Park & Ride routes) will create the look and feel of a light-rail train car.

- New neighborhood service and flex route buses will be smaller, less expensive to operate and more neighborhood friendly. In addition to being quieter, they have a lower profile, take up less of the road and support the feeling of community. They are less expensive to purchase and permit service in new areas until ridership grows.
- Larger-capacity bicycle racks to support growing use of transit for bicyclists—in partnership with business and employers—will encourage riders to bike to the route and ride transit to their destination.
- Brand new benches, shelters and signs with enhanced services at Super Stops and neighborhood connection points will feature solar lighting; reflective decals and real time arrival information at enhanced stops will make for safer and more convenient transfers. Trash and recycling bins will make it easier to keep the areas clean and neat. All bus stop signs will be replaced with high visibility signage to include the route and travel information.

Richland County Council Request of Action

Subject

An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) 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 **[PAGES 156-192]**

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: June 4, 2013

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 (FOR THE BENEFIT OF THE RICHLAND LIBRARY) 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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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 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 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.

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]

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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:

“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 to the 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 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 at 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]

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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.

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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

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CAPITAL NEEDS | 2014 – 2017

CAPITAL PROJECT COST

Eastover Expansion <i>(in progress)</i> Additional 2,400 SF Grand Opening: 10:30 a.m., April 30, 2013	FUNDED \$ 1,466,151.98
--	----------------------------------

Sandhills New 30,000 SF	\$ 10,762,500
Ballentine New 15,000 SF	\$ 5,467,500
Main Renovation 53,800 SF	\$ 15,635,400
Blythewood Renovation 4,000 SF Additional 2,890 SF	\$ 1,905,405
Southeast Renovation 20,000 SF Additional 2,680 SF	\$ 5,715,000
North Main Renovation 10,000 SF Additional 2,740 SF	\$ 3,125,270
Northeast Renovation 15,000 SF Additional 2,990 SF	\$ 5,197,645
Wheatley Renovate 4,000 SF Additional 1,200 SF	\$ 1,290,600
Cooper Renovation 10,000 SF Additional 2,060 SF	\$ 2,919,130
St. Andrews Renovation 13,000 SF Additional 4,340 SF	\$ 5,455,950
Mobile Unit	\$ 250,000
Outpost Libraries	\$ 597,500
TOTAL	\$ 58,321,900



Richland County Council Request of Action

Subject

- a. Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto **[FIRST READING BY TITLE ONLY] [PAGE 194]**
- b. Authorizing the Execution and Delivery of a First Amendment to the Infrastructure Credit Agreement by and among Richland County, South Carolina and Project PT, to provide for an extension of the Special Source Revenue Credit and to apply it to an additional investment commitment and additional job commitment by Project PT; and other matters thereto related **[FIRST READING BY TITLE ONLY] [PAGE 195]**
- c. Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for a Fee-in-Lieu of Ad Valorem Taxes; and other related matters **[FIRST READING BY TITLE ONLY] [PAGE 196]**
- d. A Resolution Authorizing the Execution and Delivery of a Memorandum of Understanding by and between Richland County, South Carolina and the South Carolina Research Authority and other matters related thereto **[PAGES 197-218]**
- e. Economic Development Land Acquisition **[EXECUTIVE SESSION]**

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND INTERTAPE POLYMER CORP. PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT PT, TO PROVIDE FOR AN EXTENSION OF THE SPECIAL SOURCE REVENUE CREDIT AND TO APPLY IT TO AN ADDITIONAL INVESTMENT COMMITMENT AND ADDITIONAL JOB COMMITMENT BY PROJECT PT; AND OTHER MATTERS THERETO RELATED.

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, A SPONSOR AND A SPONSOR AFFILIATE COLLECTIVELY KNOWN AS PROJECT SWEETBAY, TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES; AND OTHER RELATED MATTERS.

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND THE SOUTH CAROLINA RESEARCH AUTHORITY AND OTHER MATTERS RELATED THERETO

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

WHEREAS, the County has previously conveyed to the South Carolina Research Authority (“SCRA,” together with the County, “Parties,” each a “Party”) a tract of land containing approximately 109 acres, as more particularly described on the attached Exhibit A (“SCRA Property”), for the purpose of promoting new investment and the creation of new jobs within the County;

WHEREAS, the County, with assistance from the South Carolina Department of Commerce (“Commerce”), is negotiating with a company known as Project Giant which company desires to locate within the County. Project Giant’s location in the County may result in new investment and creation of jobs within the County;

WHEREAS, Commerce and the County have requested SCRA to reconvey the SCRA Property to the County for the purpose of attracting Project Giant to locate in the County (“Reconveyance”);

WHEREAS, SCRA has agreed to reconvey the SCRA Property to the County and the County desires to accept the SCRA Property; and

WHEREAS, the County, Commerce and SCRA desire to memorialize the commitments of each party regarding the Reconveyance in a Memorandum of Understanding, by and among the County, Commerce and SCRA, the substantial form of which is attached as Exhibit B;

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

1. In the name of and on behalf of the County, the Chairman of the County Council (“Chairman”) or the County Administrator (“Administrator”) is authorized and directed to execute the Memorandum of Understanding, and any exhibits attached to the Memorandum of Understanding (collectively, “MOU”), on behalf of the County. The Clerk of the County Council is authorized and directed to attest the MOU, and the Chairman or the Administrator is authorized and directed to deliver the MOU to SCRA and Commerce. The Chairman or the Administrator may approve and execute modifications and amendments to the MOU, which, after consultation with counsel and the County’s Economic Development Director, do not substantially modify the terms of the MOU as presented to County Council.

2. The County Council and the duly elected or appointed officials of the County shall take any and all further action as may be reasonably necessary to effect the Reconveyance contemplated by this Resolution and the MOU.

3. All resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

hereby deemed separable.

DONE AND PASSED this 18th day of June, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington
Chairman, Richland County Council

ATTEST:

Michelle Onley
Clerk, Richland County Council

Exhibit A

SCRA Property Description

All that certain piece, parcel or tract of land with all improvements thereon situate, lying and being in Richland County, South Carolina being shown, delineated, and depicted as Parcel A, containing approximately 109.004 acres, on that certain plat of survey entitled SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No.12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in Book 1543, Page 3669. Reference to said plat of survey is craved for a complete and accurate description, with all measurements being a little more or a little less.

TMS # Portion of R16200-03-01

Exhibit B

Form of MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is being entered into this ____ day of June, 2013 by and among Richland County, South Carolina (“County”), the South Carolina Department of Commerce (“Commerce”) and the South Carolina Research Authority (“SCRA”); and together with County and Commerce, “Parties,” and each a “Party”).

WHEREAS, the County is a political subdivision of the State of South Carolina (“State”) and is vested with all powers granted to counties by the Constitution and the general law of the State; and

WHEREAS, Commerce is a body politic and is an agency of the State having all powers granted to it by the Constitution and the general law of the State; and

WHEREAS, SCRA is a body corporate and politic and is an agency of the State, having all powers granted to it by the Constitution and the general law of the State; and

WHEREAS, under Sections 4-9-30, 13-1-10 *et seq.* and 13-17-10 *et seq.* of the Code of Laws of South Carolina 1976, as amended (“Code”), the Parties are authorized to make and execute documents of the type embodied by this MOU; and

WHEREAS, the County has heretofore conveyed to SCRA a tract of land containing approximately 109 acres, as more particularly described on the attached Exhibit A (“SCRA Property”), to promote new investment and the creation of new jobs within the County; and

WHEREAS, the County and Commerce have identified a company known as Project Giant which desires to locate within the County which location in the County may result in new investment and creation of jobs within the County; and

WHEREAS, Commerce has requested SCRA to reconvey the SCRA Property to the County for the purpose of attracting Project Giant to locate in the County; and

WHEREAS, SCRA has agreed to reconvey the SCRA Property to the County; and

WHEREAS, SCRA desires to acquire land of similar size, utility and other attributes.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

Section 1. *Transfer of SCRA Property.* SCRA shall convey the SCRA Property to the County by quit-claim deed, the form of which is attached hereto as Exhibit B (“Quit-Claim Deed”). The County shall use the SCRA Property for the purposes of attracting Project Giant to locate in the County. If Project Giant locates in the County on property which includes the SCRA Property and property owned by the County contiguous to the SCRA Property, then the County shall convey the SCRA Property to Project Giant.

Section 2. Acceptance of Property; Restriction of Use; Reconveyance to SCRA. The County accepts conveyance of the SCRA Property by the Quit-Claim Deed. The County accepts the SCRA Property “as is” and SCRA makes no warranties as to the SCRA Property's suitability for any particular use. If the County (i) does not convey the SCRA Property to Project Giant, or (ii) reacquires title to the SCRA Property from Project Giant by virtue of a reverter contained in a deed from the County to Project Giant, then the County shall convey the SCRA Property back to SCRA by quit-claim deed.

Section 3. Termination of Development Agreement and Prior MOU. Pursuant to the terms of the Termination Agreement, attached as Exhibit C, the County and SCRA agree to terminate (i) the Infrastructure Development Agreement dated August 1, 2012 (“Development Agreement”), and (ii) the Memorandum of Understanding dated July 31, 2009 (“Prior MOU”), both of which are by and between the Parties, on the receipt by the County from Project Giant documentation evidencing a timely Reverter Cancellation Event, as that term is defined in the Memorandum of Understanding dated October 18, 2012 among Project Giant, the County, Commerce and the South Carolina Coordinating Council for Economic Development. If the County does not receive evidence of a timely Reverter Cancellation Event, the Development Agreement and the Prior MOU remain effective.

Section 4. Cooperation. The Parties recognize the need for cooperation among the Parties in the future. SCRA will use good faith efforts to assist the County and Commerce with respect to the reconveyance of the SCRA Property. The County will use good faith efforts in connection with accepting title to the SCRA Property and cooperating with Commerce in connection with Project Giant. Commerce will use good faith efforts in connection with the identification and conveyance of lands similar to the SCRA Property to SCRA if and when Commerce identifies same.

Section 5. Default. In the event of a breach of this MOU or failure by the County or SCRA to meet the commitments set forth herein, the County and SCRA shall have the right to pursue such remedies and damages as may be available at law or in equity.

Section 6. Jurisdiction. This MOU shall be governed by and interpreted in accordance with laws of the State of South Carolina.

Section 7. Entire Agreement; Modification. Except as stated to the contrary herein, or except as may be stated in future agreements executed by and binding upon the applicable parties to this MOU, this MOU constitutes the entire understanding among the parties. None of the parties shall be bound by any terms, conditions, statements or representations (oral or written) not herein contained. No modification of this MOU shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties to this MOU.

Section 8. Severability. In case any one or more of the provisions contained in this MOU should be invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 9. ***Assignment and Succession.*** This MOU shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns. The Parties may assign its rights under this MOU to a subsidiary or affiliate, in which case the Party so assigning shall provide notice of such assignment to the other Party.

Section 10. ***Time of Essence.*** Time is expressly declared to be of the essence with respect to the matters addressed in this MOU.

Section 11. ***Further Action.*** Each of the Parties shall promptly take whatever actions are necessary or appropriate in order to confirm and ratify, and to comply with, its undertakings in this MOU.

Section 12. ***Incorporation by reference.*** All Exhibits referred to in this MOU are to be considered as if they are attached to and completely incorporated in this MOU by reference.

Section 13. ***Headings.*** The headings contained in this MOU are for convenience only, and shall in no way affect the meaning of the provisions contained herein.

Section 14. ***Counterparts.*** This MOU may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

IN WITNESS WHEREOF, the County and SCRA, each after due authorization, have executed this MOU as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Name: _____
County Administrator

SOUTH CAROLINA RESEARCH AUTHORITY

By: _____
Name: _____
Title: _____

Acknowledged and Accepted by:

SOUTH CAROLINA DEPARTMENT OF COMMERCE

By: _____
Name: _____
Title: _____

Exhibit A

Property Description

All that certain piece, parcel or tract of land with all improvements thereon situate, lying and being in Richland County, South Carolina being shown, delineated, and depicted as Parcel A, containing approximately 109.004 acres, on that certain plat of survey entitled SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No.12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in Book 1543, Page 3669. Reference to said plat of survey is craved for a complete and accurate description, with all measurements being a little more or a little less.

TMS # Portion of R16200-03-01

Exhibit B

Form of Quit-Claim Deed

Exhibit C

Form of Termination Agreement

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel or tract of land with all improvements thereon situate, lying and being in Richland County, South Carolina being shown, delineated, and depicted as Parcel A, containing approximately 109.004 acres, on that certain plat of survey entitled SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No.12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in Book 1543, Page 3669. Reference to said plat of survey is craved for a complete and accurate description, with all measurements being a little more or a little less.

TMS # Portion of R16200-03-01

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 being transferred is located at bears County Tax Map Number: 16200-03-01, and was transferred by the South Carolina Research Authority to Richland County, South Carolina on June [], 2013.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as 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 a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information): Exemption 1 (\$1.00).
(If exempt, skip items 4-7 and go to item 8.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth.
 - (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 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) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here: \$ _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a): \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: __.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee of Property.
9. I understand a person required to furnish this affidavit who wilfully 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.

Chair, Richland County, South Carolina

SWORN to before me June _____, 2013.

Notary Public for South Carolina
My commission expires: _____

INFORMATION

Except as provided in this paragraph, the term “value” means “the consideration paid or to be paid in money or money’s worth for the realty.” Consideration paid or to be paid in money’s worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money’s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, “value” means the realty’s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, partnership, or a trust in order to become, or as, a stockholder, partner or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee’s interest in the partnership or trust. A “family trust” is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. “Family” means the grantor and the grantor’s spouse, parents, grandparents, sisters, brothers, children, stepchildren, and the spouses and lineal descendants of any the above. A “charitable entity” means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

TERMINATION AGREEMENT

THIS AGREEMENT (“Agreement”) is effective June [], 2013 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision and body corporate and politic of the State of South Carolina (“County”), and **SOUTH CAROLINA RESEARCH AUTHORITY**, an agency of the State of South Carolina and body corporate and politic of the State of South Carolina (“Authority,” together with the County, “Parties,” each, a “Party”).

WITNESSETH

WHEREAS, under Sections 4-9-30 and 13-17-10 *et seq.* of the Code of Laws of South Carolina 1976, as amended (“Code”), the County and SCRA are authorized, respectively, to make and execute documents of the type embodied by this Agreement.

WHEREAS, the Parties entered into a Memorandum of Understanding, dated July 31, 2009 (“Prior MOU”), by which (i) the Authority received certain property, as described on Exhibit A, (“Authority Property”) from the State of South Carolina and (ii) the Authority and the County memorialized certain commitments relating to the Authority Property;

WHEREAS, the Authority Property is adjacent to certain property owned by the County (“County Property,” together with the Authority Property, “Property”) and the Parties entered into a Infrastructure Development Agreement, dated August 1, 2012 (“Development Agreement”), by which the Parties agreed to (i) design and construct infrastructure on the Property to provide access to and encourage development on the Property and (ii) share the cost of designing and constructing the infrastructure;

WHEREAS, the Authority transferred the Authority Property to the County pursuant to a Memorandum of Understanding between the County and the Authority dated of June [], 2013 (“MOU”) for the purpose of incentivizing a company known as Project Giant to locate in the County; and

WHEREAS, pursuant to the terms of the MOU, on receipt by the County of evidence from Project Giant of the occurrence of a timely Reverter Cancellation Event, as that term is defined in the Memorandum of Understanding dated October 18, 2012 among Project Giant, the County, Commerce and the South Carolina Coordinating Council for Economic Development, the Parties desire the Development Agreement and the Prior MOU terminate.

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

1. On receipt by the County of evidence from Project Giant of the occurrence of a timely Reverter Cancellation Event, the Development Agreement and the Prior MOU terminate and none of the terms and conditions of the Development Agreement or the Prior MOU will have any force and effect as of the date of the Reverter Cancellation Event.

2. If one or more provisions contained herein or in any other document executed pursuant hereto shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the documentation executed pursuant hereto, shall not in any way be affected or impaired thereby and this Agreement shall otherwise remain in full force and effect.

3. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of South Carolina.

4. The Parties agree that this Agreement constitutes the entire agreement between the parties and supercedes any prior or contemporaneous oral or written understandings concerning the subject matter hereof.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon, as applicable, the parties hereto and, as applicable, their legal representatives, successors and assigns.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit A

Description of Property

All that certain piece, parcel or tract of land with all improvements thereon situate, lying and being in Richland County, South Carolina being shown, delineated, and depicted as Parcel A, containing approximately 109.004 acres, on that certain plat of survey entitled SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No.12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in Book 1543, Page 3669. Reference to said plat of survey is craved for a complete and accurate description, with all measurements being a little more or a little less.

TMS # Portion of R16200-03-01

Richland County Council Request of Action

Subject

a. East Richland Public Service Commission-1; there will be one vacancy on this commission:

Phyllis B. Beighley, July 15, 2013*

b. Midlands Workforce Development Board - 7; the positions need to be filled for this board are:

1. Private Sector (Business Representative)-3
2. Youth Council Representative - 2
3. Youth Program Representative - 1
4. Job Corps Representative - 1

* Eligible for re-appointment

Richland County Council Request of Action

Subject

Accommodations Tax Committee-2; no applications were received

Richland County Council Request of Action

Subject

Board of Assessment Appeals-1; one application was received from the following: **[PAGES 222-223]**

Eric John Grant*

* Eligible for reappointment



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

Applicant must reside in Richland County.

Name: Eric John Grant

Home Address: 1912 Horrell Hill Road Hopkins, SC 29061

Telephone: (home) (803) 776-3961 (work) (803) 960-9428

Office Address: 5725 Lower Richland Blvd Hopkins, SC 29061

Email Address: egrant@3gconstructs.com

Educational Background: BS. Biology/ Chemistry (USC) MBA

Professional Background: General Contractor, Construction Manager, Water & Sewer, Plumber

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

Name of Committee in which interested: Board of Assessment and Appeals

Reason for interest: I feel that I have something to contribute with my educational and professional background

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

I am fair, work well with groups, and I want to serve my county in any compacity

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

Any other information you wish to give? _____

Recommended by Council Member(s): Kelvin Washington

Hours willing to commit each month: 10-20

CONFLICT OF INTEREST POLICY

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

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

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

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

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

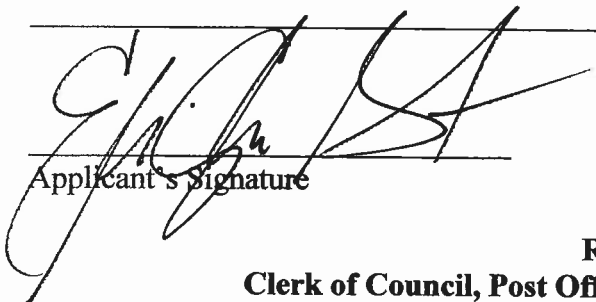
Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

5-20-2013
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Richland County Council Request of Action

Subject

Community Relations-3; applications were received from the following: [**PAGES 225-237**]

Michelle Boykin
Henry Counts
David Edmond
Kerry Feduk
Kimberly Kennedy Gooden*
Colie L. (Josh) Lorick

*Eligible for re-appointment



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Michelle Boykin

Home Address: 7818 Springview Street Columbia, SC 29223

Telephone: (home) (803) 785-5779 (work) (803) 260-3462

Office Address: 206 East Main Street, Lexington, SC 29071

Email Address: mboykin@whsblawfirm.com

Educational Background: Bachelor of Arts in Government and Spanish; Law Degree (J.D.)

Professional Background: Associate with Williams, Hendrix, Stejner & Brink, P.A.

Male [] Female [x]

Age: 18-25 [x] 26-50 [] Over 50 []

Name of Committee in which interested: Community Relations Council

Reason for interest: After living in Richland County my whole life, I have a deep interest in bettering the Midlands and making this county a safe and diverse area to live in.

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

Commission:

Proficient in Spanish language, member of Pro Bono Board in law school, currently member of Families Forever SC Bar Committee, leadership experience as secretary and vice president of several student organizations, wide background of legal experience after clerking for government and several private firms.

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

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 5-10

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Michelle Boykin
Applicant's Signature

11/9/12
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Henry Counts

Home Address: 201 Hidden Pines Rd.

Telephone: (home) 803-865-9780 (work) 803-238-3864

Office Address: _____

Email Address: Counts 2@hotmail.com

Educational Background: Bachelors in Sociology and Master's in Public Health

Professional Background: Non Profits and Education

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

Name of Committee in which interested: Community Relations Council

Reason for interest: Want to be an asset to my community and assist with making Richland County a great place to live and work.

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

I have worked in the nonprofit sector for over 15 years. I think my skill set and compassion would be a great asset to the committee.

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

Any other information you wish to give? _____

Recommended by Council Member(s): NA

Hours willing to commit each month: 6 Hours

CONFLICT OF INTEREST POLICY

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

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Henry Coats
Applicant's Signature

2-17-13
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: David Edmond
Home Address: 309 Galbra st Columbia SC 29209
Telephone: (home) (803) 695-1144 (work) (803) 363-6161

Office Address:
Email Address: TNWIS40@hotmail.com
Educational Background: COLLEGE DEGREE BA RELIGION
Professional Background:

Male [checked] Female [] Age: 18-25 [] 26-50 [] Over 50 [checked]

Name of Committee in which interested: CRC
Reason for interest: SEWER PROBLEMS FOR THREE YEARS

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

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

Any other information you wish to give?
Recommended by Council Member(s): NORMAN JACKSON DAMON JETER
Hours willing to commit each month: 10 HRS

CONFLICT OF INTEREST POLICY

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

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

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

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

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

[Signature]
Applicant's Signature

1 Nov 2012
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant must reside in Richland County.

Name: Kerry Feduk

Home Address: 180 Branch Hill Lane, Columbia, SC 29223

Telephone: (home) (803) 735-3127 (work) (803) 737-3324

Office Address: SC ETV, 1101 George Rogers Blvd., Columbia, SC 29201

Email Address: feduk@scetv.org

Educational Background: see attached

Professional Background: see attached

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

Name of Committee in which interested: _____

Reason for interest: Asked to serve by chair of Greater Columbia Community Relations Council

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

see attached

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

Any other information you wish to give? see attached

Recommended by Council Member(s): Karen Jenkins

Hours willing to commit each month: Hours required to attend scheduled meetings

CONFLICT OF INTEREST POLICY

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

Yes _____ No XX

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes XX No _____

If so, describe: I am part of Executive Management Team of SC ETV.as Vice President of Content. I am responsible for editorial decisions and may need at times to recuse myself.


Applicant's Signature

January 17, 2013
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

South Carolina ETV Network
Kerry Feduk
Vice President of Content

PROFESSIONAL EXPERIENCE

Vice President of Content, May 2007-Present
South Carolina ETV Network

Interim Vice President of Content, October 2006-May 2007
South Carolina ETV Network

Assistant Director of Broadcasting, November 2003-October 2006
Administration, Programming, and Cable Relations
South Carolina ETV Network

Production Manager, August, 1999-November 2003
South Carolina ETV Network

Production Operations Manager, January 1991-June 1998
South Carolina ETV Network

Business & Production Manager, 1987-1990
Bates Video Production, Nebraska (private company)

Nebraska State Film Commissioner, 1985-1987
Nebraska Governor's Office and Department of Economic Development

Unit Director Sports & Special Projects, 1982-85
Production Operations Facilities Coordinator, 1971-1982
Nebraska ETV Network

RELEVANT EXPERIENCE/SKILLS/PROJECTS

SOUTH CAROLINA FILM OFFICE TASK FORCE

Co-Edited With Task Force Chairman Final Report to Governor

NEBRASKA FILM OFFICE STUDY COMMITTEE

Chair and Authored "Report to the Governor: Future of Film in Nebraska"

CPB TRAINING GRANT FOR WOMEN AND MINORITIES

Grant Author and Recipient

1987-1990 FREELANCE LOCATION SCOUT/MANAGER – NEBRASKA

*Major Feature Film Studios, Production Companies, and National Network and
Syndicated Television Producers and Companies*



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Kimberly Andrena Kennedy Gooden

Home Address: 508 Oak Cove Dr. Coler SC 29229

Telephone: (home) 803 699-5995 (work) 803 552-9345

Office Address: 201 Colenshire Dr. Coler SC 29229

Email Address: Kennedygooden@yahoo.com

Educational Background: BA Sociology, MA Counseling, MA Human

Professional Background: Executive Director, Therapist, Social Worker

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

Name of Committee in which interested: Community Relations Council

Reason for interest: Presently on the board and wish to continue the work that has been implemented.

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

Strong leadership and ability to work with a diverse group of people

Presently serve on any County Committee, Board or Commission? yes I am a returning member

Any other information you wish to give? _____

Recommended by Council Member(s): Val Hutcheson

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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

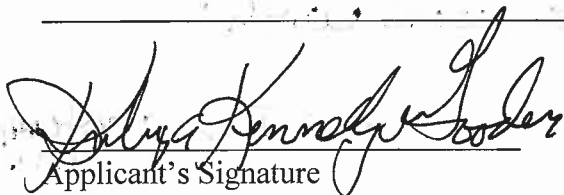
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

10-23-12
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: COLIE L. LORICK, JR. (JOSH)

Home Address: 7 WALTHORN WAY BLYTHEWOOD, SC 29016

Telephone: (home) 803-754-3762 (work) 803-734-4746

Office Address: 1000 ASSEMBLY ST. COLUMBIA SC 29201

Email Address: PASTORLORICK@YAHOO.COM

Educational Background: ASSOCIATES OF SCIENCES - TOOL & DIE DESIGN

Professional Background: PROJECT ADMINISTRATOR - OFFICE OF ATTORNEY GENERAL

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

Name of Committee in which interested: COMMUNITY RELATIONS COUNCIL

Reason for interest: AS I OBSERVE THE GROWTH OF RICHLAND COUNTY, I AM CONCERNED ABOUT THE QUALITY OF LIFE AND HARMONY OF ITS CITIZENS & BUSINESSES

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

MY INVOLVEMENT IN GROUPS SUCH AS THE RACE RECONCILIATION GROUP, THE MINISTERIAL ALLIANCE, VOTER EDUCATION PROJECT DEMONSTRATE MY INTEREST.

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

Any other information you wish to give? PASTOR OF BEHOBOBY UNITED CHURCH

Recommended by Council Member(s): _____

Hours willing to commit each month: ??

CONFLICT OF INTEREST POLICY

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

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

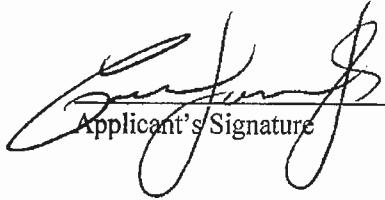
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

11/13/12
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

Employee Grievance Committee-2; one application was received from: [PAGES 239-240]

Sonia Fells, IT



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

Name: Sonia Fells

Home Address: 22 Gowan Ct, IRMO SC 29063

Telephone: (home) 576-2077 (work) _____

Office Address: _____

Email Address: fells@rcgov.us

Educational Background: Bachelor Degree

Professional Background: Help Desk Team Mgmt

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

Name of Committee in which interested: _____

Reason for interest: I like working w/ people

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

Being able to understand policies and procedures

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

Any other information you wish to give? NO

Recommended by Council Member(s): Valerie Hutchinson

Hours willing to commit each month: As much need no limit

CONFLICT OF INTEREST POLICY

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

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Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

S. FELLS
Applicant's Signature

4-19-13
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Richland County Council Request of Action

Subject

Hospitality Tax Committee-1; no applications were received at this time

Richland County Council Request of Action

Subject

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]

Richland County Council Request of Action

Subject

Community Relations Council [PAGES 245-257]

**GREATER COLUMBIA
COMMUNITY RELATIONS COUNCIL**

FINANCIAL REPORT

JUNE 30, 2012

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
INDEX
YEARS ENDED JUNE 30, 2012 AND 2011**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Greater Columbia Community Relations Council
Columbia, South Carolina

We have audited the accompanying statements of financial position of Greater Columbia Community Relations Council as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Council's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Columbia Community Relations Council as of June 30, 2012 and 2011, and the changes in its net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Derrick, Stubbs + Smith, LLP

January 18, 2013

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
ASSETS		
Current Assets		
Cash	\$ 36,364	\$ 3,921
Accounts receivable	281	780
Prepaid expenses	1,223	-
Total current assets	<u>37,868</u>	<u>4,701</u>
Property and Equipment		
Equipment	27,765	51,597
Less, accumulated depreciation	<u>(27,765)</u>	<u>(51,597)</u>
Net property and equipment	<u>-</u>	<u>-</u>
Total assets	<u><u>37,868</u></u>	<u><u>4,701</u></u>
 LIABILITIES AND NET ASSETS		
Accounts payable	3,522	3,080
Net Assets		
Unrestricted	<u>34,346</u>	<u>1,621</u>
Total liabilities and net assets	<u><u>\$ 37,868</u></u>	<u><u>\$ 4,701</u></u>

See notes to financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
 STATEMENTS OF ACTIVITIES
 YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Support and Revenue		
Support	\$ 146,850	\$ 167,067
Other revenue	29,910	31,780
Total support and revenue	<u>176,760</u>	<u>198,847</u>
 Program Expenses	 <u>144,035</u>	 <u>212,839</u>
 Increase (decrease) in net assets	 32,725	 (13,992)
 Net Assets		
Beginning	<u>1,621</u>	<u>15,613</u>
 Ending	 <u><u>\$ 34,346</u></u>	 <u><u>\$ 1,621</u></u>

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Cash Flows from Operating Activities		
Increase (decrease) in net assets	\$ 32,725	\$ (13,992)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities		
Changes in operating assets and liabilities		
(Increase) in accounts receivable and prepaid expense	(723)	(780)
Increase in accounts payable and accrued expenses	441	2,350
Net cash provided by (used in) operating activities	<u>32,443</u>	<u>(12,422)</u>
Cash Flows from Financing Activities		
Payments on note payable	-	(25,000)
Net increase (decrease) in cash	32,443	(37,422)
Cash		
Beginning	<u>3,921</u>	<u>41,343</u>
Ending	<u>36,364</u>	<u>3,921</u>
Supplemental Cash Flow Information		
Cash paid for interest	-	1,161
Disposal of fully depreciated property and equipment	<u>\$ 23,832</u>	<u>\$ -</u>

See notes to financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
YEARS ENDED JUNE 30, 2012 AND 2011**

Notes to Financial Statements

Note 1. Nature of Activities

The Greater Columbia Community Relations Council (Council) is a nonprofit organization organized under the laws of the State of South Carolina to study and evaluate information concerning racial problems within the community, to submit recommendations as to the solution of such problems and to further the employment opportunities and related training for underprivileged persons.

Note 2. Significant Accounting Policies

Display of net assets by class: The Council adheres to the disclosure and display requirements of the Financial Accounting Standards Board (FASB) as set forth in the Accounting Standards Codification (ASC) 958. ASC 958 establishes standards for external financial reporting by non-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories as follows:

Unrestricted net assets: Net assets that are not subject to donor-imposed restrictions. These net assets, including Board designated, are legally unrestricted and can be used in any Council activity.

Temporarily restricted net assets: Net assets subject to donor-imposed restrictions that may or will be met either by actions of the Council and/or the passage of time. The Council has no such assets.

Permanently restricted net assets: Net assets subject to donor-imposed stipulations that may be maintained permanently by the Council. The donors of these assets permit the Council to use all or part of the income earned on related investments for donor-imposed restrictions. The Council has no such assets.

Cash and cash equivalents: The Council considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Property and equipment: Property and equipment is stated at cost and includes expenditures for additions and major improvements. Depreciation is calculated using the straight-line method over the estimated useful lives of five to seven years.

Retirement plan: The Council participates in the American Chamber of Commerce Executives Retirement Plan, a defined contribution plan. Substantially all employees are eligible to elect to participate. The Council and employees contribute to the plan as determined annually by the Council. Employee's vested benefits are determined by length of service according to the plan.

Contributions: Gifts of cash and other assets are presented as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or the purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

In-kind support: The Council records various types of in-kind support including professional services, and materials. Contributed professional services are recognized if the services received create or enhance long-lived assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair market value when received. When in-kind support is received, it is reflected in the accompanying financial statements as in-kind support and offset by like amounts included in expenses. No significant instances of in-kind support were recorded for the year ended June 30, 2012 or 2011.

Additionally, the Council receives a significant amount of skilled, contributed time, which does not meet the two recognition criteria described above. Accordingly, the value of this contributed time has not been determined and is not reflected in the accompanying financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
YEARS ENDED JUNE 30, 2012 AND 2011**

Notes to Financial Statements

Note 2. Significant Accounting Policies (Continued)

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes: The Council is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Management has evaluated the Council's tax positions and concluded that the Council had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. With few exceptions, the Council is no longer subject to income tax examination by the U.S. federal, state, or local tax authorities for years before 2008.

Note 3. Commitments

Total rent expense, including rental agreements which are renewable yearly, was \$ 18,355 in 2012 and \$ 18,816 in 2011.

Note 4. Notes Payable

The Council had unsecured lines of credit totaling \$ 25,000 from South Carolina Community Bank due on December 30, 2010, at 8.00% interest due monthly. The balance was paid in full and was not renewed at December 30, 2010.

Note 5. Support from Governmental Units

The Council receives approximately 71% and 81% of its support from local governments in 2012 and 2011, respectively. A significant reduction in the level of this support, if this were to occur, may have a significant effect on the Council's programs and activities.

Note 6. Related Organizations

The Greater Columbia Chamber of Commerce provides certain administrative services as its contribution to the support of the Council. The costs of these services are not recorded on the accompanying financial statements.

Note 7. Retirement Plan Contribution

The Council did not have any employees qualifying for retirement contributions in 2012. The Council's retirement contribution was \$ 2,798 in 2011.

Note 8. Subsequent Events

Subsequent events have been evaluated through January 18, 2013, the date these financial statements were available to be issued. There were no material events that required recognition or additional disclosure in these financial statements.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Greater Columbia Community Relations Council
Columbia, South Carolina

Our audit, except for that portion marked "budget" which is unaudited and upon which we express no opinion or any other form of assurance, was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Derrick, Stubbs + Smith, LLP

January 18, 2013

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
SCHEDULE OF SUPPORT AND REVENUE AND EXPENSES COMPARED TO BUDGET
YEAR ENDED JUNE 30, 2012**

	Budget	Actual	Variance Favorable (Unfavorable)
Support and Revenue			
City of Columbia	\$ 30,000	\$ 30,000	\$ -
Miscellaneous income	28,825	49,800	20,976
Richland County	95,317	95,250	(67)
Corporate sponsors	-	1,400	1,400
Individual donations	-	310	310
Total support and revenue	<u>154,142</u>	<u>176,760</u>	<u>22,619</u>
Expenses			
Accounting fees	3,500	3,500	-
Annual meeting report	15,000	9,964	5,036
Auto expense	-	710	(710)
Banking expense	-	147	(147)
Contractual services	89,027	82,476	6,551
Dues and subscriptions	200	207	(7)
Supplies - office	1,000	1,982	(982)
General liability insurance	550	15	535
Housing committee	3,000	1,336	1,664
License fee	100	50	50
Maintenance agreements	2,000	1,180	820
Maintenance and repairs	-	373	(373)
Manager's account	-	457	(457)
Miscellaneous expense	825	458	366
Office lease	19,140	18,355	785
Officer's liability insurance	500	236	264
Payroll expense	-	25	(25)
Postage	1,000	365	635
Printing	2,000	1,524	476
Special activities and meetings	-	128	(128)
Staff development	150	87	63
Supplies	2,400	2,201	199
Telephone	2,000	2,996	(996)
Temporary help	1,500	3,896	(2,396)
Umbrella insurance	250	1,023	(773)
Unemployment taxes	-	25	(25)
Workmen's compensation	1,500	2,235	(735)
Youth leadership council	8,500	8,084	416
Total expenses	<u>154,142</u>	<u>144,035</u>	<u>10,106</u>
Excess of support and revenue over expenses	<u>\$ -</u>	<u>\$ 32,725</u>	<u>\$ 32,725</u>



Greater Columbia Community Relations Council
Community Relations is Everybody's Business.

February 28, 2013

Attn: Mr. Robert Capers
Richland County Finance Office
P.O. Box 192
Columbia SC 29202

Dear Mr. Capers;

On behalf of the Board of Directors of the Greater Columbia Community Relations Council (CRC), I am writing to request continued funding for fiscal year 2014. Support from Richland County Council affords the CRC with opportunities to hear the people and to help the County in its efforts to take this community into its bright future.

With a new Executive Director in place we look forward to taking a more pro-active role in the affairs of our community. We have created and implemented a new strategic plan to continue to engage in civil community dialogue. We will partner with those who wish to make the Midlands a better place for all who chose to live here and work. As we continue to build stronger collaborations with Richland County, the City of Columbia and other institutions we will explore new ways to effectively address the issues that seek to divide our communities.

We are most appreciative of the support provided by Richland County Council. This has not only allowed us to continue existing programs, it also enabled us to hold special meetings to bring to the forefront the concerns of Richland County's citizens such as that of the proposed penny sales tax and other important issues. These educational forums are open to all Richland County residence.

We seek additional funding sources to include corporate and private grants and foundations. Your continued support helps to ensure our success as one of the "go to" organization in our community.

Enclosed is the budget request documentation for 2014. Please let me know if you have questions or need clarification of the information provided.

Respectfully,

A handwritten signature in cursive script that reads "Karen R. Jenkins".

Karen R. Jenkins, Chair

Board of Directors

**FISCAL YEAR 2014 BUDGET CHECKLIST FOR
AGENCY FUNDING REQUESTS**

Name of Agency: Greater Columbia Community Relations Council
Complete Checklist to ensure that all required information is included.

Yes No

- 1. Brief overview of how Richland County funding was used during fiscal year 2012/2013 and planned use for 2013/2014.
- 2. Summary of Revenue Sources Worksheet. Itemize all sources including state/ federal grants. (Attachment A)
- 3. List current capital projects in progress including percentage complete. Include projected capital projects included in budget request. (Attachment B)
- 4. Copy of prior year audited financial statements for your agency.

Name of Executive Director: Henri E. Baskins

Individual to contact concerning request for funding:

Name: Henri E. Baskins Title: Executive Director

Telephone: 803-733-1126

Email: hbaskins@gccrc.com

**Richland County, South Carolina
Current Capital Projects**

Agency: Greater Columbia Community Relations Council

PROJECT NAME	PROJECT COST	PLANNED START DATE	COMPLETION DATE	DESCRIPTION
Youth Leadership Initiatives	25,000	7/1/2013	Ongoing	Community Youth Initiatives
Fair Housing	50,000	7/1/2013	Ongoing	Community-Wide Housing Initiatives
Community Information Forums	10,000	7/1/2013	Ongoing	Inform Community on Current Issues
Annual Meeting	15,000	7/1/2013	Ongoing	Annual Report and Support Recognition

TOTAL COST 100,000

Submitted By: Karen R. Jenkins

Title: Chairman

Date: 03-01-2013

Richland County, South Carolina Summary of Revenue Sources

Greater Columbia Community Relations Council

FUNDING SOURCE	FY10-11 ACTUAL	FY11-12 ACTUAL	FY12-13 BUDGET	FY13-14 REQUEST
Richland County	95,317	95,250	100,000	100,000
Lexington County	0	0	0	0
City of Columbia	65,000	30,000	40,000	100,000
State Government	0	0	0	0
Federal Government	0	0	0	0
Other:	0	0	20,000	0
Corporate Sponsor	6,750	25,000	32,176	50,000
Other Income	31,780	20,000	20,310	25,000
TOTAL REVENUE	198,847	170,250	270,000	275,000
TOTAL EXPENDITURES	212,839	168,250	270,000	275,000

Submitted By: Karen R. Jenkins

Title: Chair, CRC BOD

Date: 03-01-13

Please complete all information requested. If no funding was received or requested from a source, enter zero, or "n/a".

Richland County Council Request of Action

Subject

Report of the Airport Commission:

- a. Potential Purchase of Property

Richland County Council Request of Action

Subject

Report of the Transportation Penny Advisory Committee:

- a. An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto **[FIRST READING] [PAGES 260-269]**

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$250,000,000 GENERAL OBLIGATION BONDS AND \$50,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, IN ONE OR MORE YEARS, WITH APPROPRIATE SERIES DESIGNATIONS, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND AND THE NOTES; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS AND THE NOTES; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

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

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

(e) Pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended a referendum (the “Referendum”) was held in the County on November 6, 2012, in which the following questions were submitted to the qualified electors of the County:

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Richland County, South Carolina (the "County") for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will be used to pay the costs of administrative expenses and the following projects:

Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.
Amount: \$656,020,644

Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.
Amount: \$300,991,000

Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.
Amount: \$80,888,356

YES

NO

QUESTION 2

I approve the issuance of not exceeding \$450,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-two (22) years, to fund projects from among the categories described in Question 1 above.

YES

NO

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the imposition of the sales and use tax (the "Sales and Use Tax") and the issuance of the general obligation bonds.

(f) Pursuant to Section 4-37-30 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. 039-12HR and the successful results of the Referendum, the Sales and Use Tax was imposed in the County on May 1, 2013.

(g) Pursuant to the Referendum question, after deducting administrative expenses and the amount of \$300,991,000 committed to the continued operation of mass transit services, the total of \$736,909,000 or 71% of the proceeds of the Sales and Use Tax is available for debt service on the Notes and the Bonds (the "Available Revenue").

(h) Article X, Section 14 of the Constitution further provides that general obligation bond anticipation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by law.

(i) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended ("Title 11, Chapter 17"), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also provide that if any approval be necessary prior to the issuance of bonds by the county, the county must obtain the same approval prior to the issuance of temporary financing provided therein.

(j) Pursuant to a Resolution adopted by the County Council on November 13, 2012, the County has adopted Written Procedures Related to Tax-Exempt Debt.

(k) It is in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bonds in an amount of not to exceed \$250,000,000 to fund the projects approved in the Referendum; to retire any outstanding bond anticipations note, and to pay costs of issuance of the bonds.

(l) Pending the issuance and sale of general obligation bonds, it is necessary and in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bond anticipation notes in an amount of not to exceed \$50,000,000 for the purposes of funding the projects approved in the Referendum; and to pay costs of issuance of the bond anticipation notes.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$250,000,000 aggregate principal amount of general obligation bonds of the County to be designated "\$ (amount issued) General Obligation Bonds, (appropriate series designation), of Richland County, South Carolina" (the "Bonds") for the purpose of retiring any outstanding bond anticipation notes, to fund the projects approved in the Referendum, and to pay costs of issuance of the Bonds.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the "Administrator") at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator; provided, however, the Administrator is directed to structure the repayment of the Bonds so as to insure that all debt service on the Bonds can be paid in full from Available Revenues.

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

SECTION 3. Authorization and Details of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$50,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, in one or more series, in one or more years, with appropriate series designations, to be designated "(amount issued) General Obligation Bond Anticipation Notes, (appropriate series designation) of Richland County, South Carolina" (the "Notes") to fund the projects approved in the Referendum, and to pay costs of issuance of the Notes.

The Notes shall be issued as fully registered Notes registerable as to principal and interest; shall be dated as of their date of delivery to the initial purchaser(s) thereof; shall bear interest from their dated date payable at maturity at such rate or rates as may be determined by the County Council at the time of sale thereof.

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

SECTION 4. Approval by County Council; Delegation of Authority Relating to the Bonds. County Council shall by written resolution approve the issuance and sale of each series of bonds. Subject to County Council's approval, County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority with respect to each Series of Bonds: (a) to determine the par amount of Bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidders therefor in accordance with the terms of the Notices of Sale for each series of Bonds.

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

SECTION 5. Delegation of Authority Relating to the Notes. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the Notes; (b) to determine the maturity date of the Notes; (c) to determine redemption provisions, if any, for the Notes; (d) the date and time of sale of the Notes; (e) to receive bids on behalf of the County Council; and (g) to award the sale of the Notes to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Notes.

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

SECTION 6. Registration, Transfer and Exchange of Bonds and Notes. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds and Notes. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds and Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond and Note shall be registered upon the registry books as the absolute owner of such Bond and Note, whether such Bond and Note shall be overdue or not, for the purpose of receiving payment of the

principal of and interest on such Bond and Note and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds and Notes, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond and Note issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 7. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 8. Mutilation, Loss, Theft or Destruction of Bonds or Notes. In case any Bond or Note shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond or Note of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond or Note, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond or Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or Note or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond or Note in lieu of which such duplicate Bond or Note is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 9. Execution of Bonds and Notes. The Bonds and Notes shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds or Notes may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds or Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds or Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond and Note shall bear a certificate of authentication manually executed by the Registrar.

SECTION 10. Form of Bonds and Notes. The Bonds and Notes shall be in substantially the form attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by reference.

SECTION 11. Security for Bonds. A sufficient amount of the Available Revenue received by the County from the Sales and Use Tax is pledged for the payment of the principal of and interest on the Bonds as they respectively mature , and for the creation of such sinking fund as may be necessary therefor (the “Pledged Revenues”). Also, the full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 12. Security for Notes. The Notes shall constitute general obligations of the County and the proceeds of the Bonds are irrevocably pledged to the payment of the Notes. Additionally, the Pledged Revenues received by the County from the Sales and Use Tax are pledged, as well as the full faith, credit and taxing power of the County.

SECTION 13. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

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

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);

- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 14. Exemption from State Taxes. Both the principal of and interest on the Notes and the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 15. Eligible Securities. The Bonds and Notes initially issued (the “Initial Notes” or the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds or Notes of the same maturity or any integral multiple of \$5,000.

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

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

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

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

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

SECTION 16. Sale of Bonds and Notes, Form of Notice of Sale. The Bonds and Notes shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 17. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds and Notes, respectively, together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds and Notes, respectively, so that it may be provided to the purchaser of the Bonds and Notes.

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 19. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds and Notes to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code;
- (b) A portion will be used to retire any outstanding Notes; and
- (b) The balance of the proceeds shall be applied for the costs of the Referendum-approved projects and the costs and expenses of issuing the Bonds.

The proceeds derived from the sale of the Notes shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Notes.

SECTION 21. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds, the Notes and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 22. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Bonds and Notes for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 23. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds and Notes that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders or Noteholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds and Notes. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds and Notes shall be made which, if such use had been reasonably expected on the date of issue of the Bonds and Notes would have caused the Bonds or Notes to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

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

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

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

SECTION 24. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A., The Law Office of Ernest W. Cromartie III, LLC, and The Rutherford Law Firm, LLC as co-bond counsel and Southwest Securities, Inc., as Financial Advisor in connection with the issuance of the Notes and the Bonds. The County Attorney's office shall select co-disclosure counsel for each of the Notes and the Bonds and shall require co-bond counsel and co-disclosure counsel to participate in a mentoring program which shall allow local small minority law firms to gain experience and capacity in legal issues relating to the issuance of general obligation bonds and the transportation bonds in particular. The County Administrator is authorized to

execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Notes and 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.

Enacted this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2013:

Clerk to 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 Public Hearing:
Date of Third Reading:

Richland County Council Request of Action

Subject

a. A Resolution Approving the updated 2012 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [**PAGES 271-281**]

1. The County hereby approves, confirms, and adopts the UPDATED 2012 Assessment Roll as attached hereto.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

ADOPTED IN A MEETING DULY ASSEMBLED THIS ___ DAY OF _____, ____.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

(Seal)

ATTEST this the ___ day of _____, ____.

Michelle Onley
Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT
RICHLAND COUNTY, SOUTH CAROLINA**

**ASSESSMENT ALLOCATION REPORT AND
UPDATED ASSESSMENT ROLL**

CUSIP Number
76363RAA9

Prepared by:

MUNICAP, INC.

Administrator of the Village at Sandhill Improvement District

June 10, 2013

INTRODUCTION

This report has been prepared to explain and record the allocation of Assessments to real property Parcels created during a May 2012 subdivision and the adjustments to the Assessments billed by Richland County (billed with the 2012 real property tax bills) to the Parcels of real property created during the May 2012 subdivision.

The Village at Sandhill Improvement District was created pursuant to an Assessment Ordinance that was adopted by the Richland County Council on March 2, 2004, wherein the district was created and the Assessments were authorized to be imposed and collected. The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to the (i) Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the "County") and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District.

The Assessments have been imposed on the assessed property within the Village at Sandhill Improvement District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the "Assessment Roll" and the "Rate and Method of Apportionment of Assessments") the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the Village at Sandhill Improvement District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect "(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll."

The County Council of Richland County's approval of the updated Assessment Roll (attached as Appendix 2-A) will record the allocation of Assessment to the real property Parcels created during the May 4, 2012 subdivision and the adjustments to the Assessments billed by Richland County with the 2012 real property tax bills to the Parcels of real property created during the May 4, 2012 subdivision.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and method of Apportionment of Assessments.

SUBDIVISION OF REAL PROPERTY

Real property parcels R22900 02 09A and R22900 02 05 were divided into multiple new real property Parcels in May 4, 2012. The real property Parcels that were created through this subdivision are shown in the Table 1 below, including real property Parcels that continue to utilize the original identification numbers. One of the newly created real property Parcels (identified by the County as R22900-02-38) includes land that was previously within R22900 02 09A and land that was previously within R22900 02 05; as such, this assessment allocation is treating this as one subdivision, as opposed to two separate subdivisions.

The acreage and the estimated Net Acreage of the real property parcels (post subdivision) are reflected in Table I below. The "Estimated Net Acreage" shown in the table below has been estimated by MuniCap (the Administrator) in accordance with The Rate and Method of Apportionment of Assessments and is based on information provided by the property owner (Village at Sandhill, LLC) and the County.

Table 1
Post Subdivision Estimated Net Acreage

Parcel Identification	Gross Acres	Estimated Net Acres	Class	Equivalent Acres	Equivalent Acres	% of Total Equivalent Acres
R22900 02 09A		8.080	1	8.080		
R22900 02 09A		26.075	2	15.124		
R22900 02 09A		<u>52.150</u>	3	<u>28.683</u>		
Total for R22900 02 09A	100.790	86.306		51.886	51.886	55.4%
R22900 02 05	11.640	10.340	1		10.340	11.0%
R22900 02 36	1.940	0.000	NA		0.000	0.0%
R22900 02 37	8.410	8.410	2		4.878	5.2%
R22900 02 38		17.720	1	17.720		
R22900 02 38		<u>1.290</u>	2	<u>0.748</u>		
Total for R22900 02 38	22.570	19.010		18.468	18.468	19.7%
R22900 02 39	5.270	5.170	1		5.170	5.5%
R22900 02 40	0.300	0.300	1		0.300	0.3%
R22900 02 41	0.710	0.710	1		0.710	0.8%
R22900 02 42	<u>1.860</u>	<u>1.860</u>	1		<u>1.860</u>	<u>2.0%</u>
	153.490	132.106			93.612	100.0%

In accordance with the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the assessment allocation to be based on “the value of the improvements contributed to each class of property,” as explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated. In accordance with the Rate and Method of Apportionment of Assessments, the Equivalent Acres shown in the table above have been calculated by the Administrator (MuniCap, Inc.) based information available to the Administrator regarding the use of the acreage.

REAPPORTIONMENT OF ASSESSMENTS UPON THE SUBDIVISION OF A PARCEL

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment of the new Parcel;
- B = the Assessment of the subdivided Parcel prior to the subdivision;
- C = the Equivalent Acres of the new Parcel; and
- D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

This report has been prepared to record the allocation of the Assessments pursuant to the formula described above. The Equivalent Acres for the Parcels are shown in Table 1. The Assessments on the previously existing Parcels (before the May 4, 2012 subdivision occurred) are shown in Table 2. The dollar amounts shown in Table 2 assume that the 2012-2013 Annual Payments have been fully paid (the 2012-2013 Annual Payment of the Assessment were billed on the County 2012 real property tax bill; see below for additional information).

Table 2
Assessments on Previously Existing Parcels

Tax Map ID	Principal Portion of Assessments	Total Assessments
R22900-02-05	\$995,536.98	\$2,003,347.25
R22900-02-09A	\$2,813,210.46	\$5,661,103.06
R22900-02-09A	\$4,001,549.36	\$8,052,431.07
Sub-total:	\$7,810,296.80	\$15,716,881.38

In accordance with formula shown above, the Assessments and the Principal Portion of the Assessments have been allocated as shown in Table 3. The dollar amounts shown in Table 3 assume the 2012-2013 Annual Payment have been fully paid (the 2012-2013 Annual Payment of the Assessment were billed on the County 2012 real property tax bill; see below for additional information).

Table 3
Allocation of Assessments

Parcel Identification	Gross Acres	Estimated Net Acres	Class	Equivalent Acres	Principal Portion of Assessments	Assessments
R22900 02 09A	100.790	86.306	1, 2, 3	51.886	\$4,328,996.65	\$8,711,362.53
R22900 02 05	11.640	10.340	1	10.340	\$862,690.97	\$1,736,017.47
R22900 02 36	1.940	0.000	NA	0.000	\$0.00	\$0.00
R22900 02 37	8.410	8.410	2	4.878	\$406,966.54	\$818,950.29
R22900 02 38	22.570	19.010	1, 2	18.468	\$1,540,846.17	\$3,100,688.38
R22900 02 39	5.270	5.170	1	5.170	\$431,345.49	\$868,008.74
R22900 02 40	0.300	0.300	1	0.300	\$25,029.72	\$50,368.01
R22900 02 41	0.710	0.710	1	0.710	\$59,237.00	\$119,204.29
R22900 02 42	1.860	1.860	1	1.860	\$155,184.26	\$312,281.67
	153.490	132.106		93.612	\$7,810,296.80	\$15,716,881.38

AMENDMENT TO THE 2012-2013 ANNUAL PAYMENT

Based on the May 2012 subdivision explained above and the resulting Equivalent Acreage calculations shown in Table 1, the 2012-2103 Annual Payment, previously billed with the County’s 2012 real property tax billings, have been adjusted as shown in Table 4. Table 4 also includes an allocation of the receipt of an Annual Payment, and the resulting balances due after the adjustments and allocation of the Annual Payment.

**Table 4
Adjustment to the 2012-2013 Annual Payments and Allocation
of the Receipt of an Annual Payment**

Parcel ID	Original 2012-2013 Assessment (Annual Payment)	Updated 2012-2013 Assessment (Annual Payment)	Difference	Amount Paid	Allocate Payment made for R229000205	Still Due
R22900 02 09A	\$596,859.41	\$379,147.97	(\$217,711.44)	\$0.00	\$0.00	\$379,147.97
R22900 02 05	\$87,192.45	\$75,557.35	(\$11,635.10)	\$87,192.45	\$56,524.76	\$19,032.59
R22900 02 36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900 02 37	\$0.00	\$35,643.49	\$35,643.49	\$0.00	\$0.00	\$35,643.49
R22900 02 38	\$0.00	\$134,952.45	\$134,952.45	\$0.00	\$14,978.51	\$119,973.94
R22900 02 39	\$0.00	\$37,778.68	\$37,778.68	\$0.00	\$0.00	\$37,778.68
R22900 02 40	\$0.00	\$2,192.19	\$2,192.19	\$0.00	\$1,639.98	\$552.20
R22900 02 41	\$0.00	\$5,188.17	\$5,188.17	\$0.00	\$3,881.29	\$1,306.88
R22900 02 42	\$0.00	\$13,591.56	\$13,591.56	\$0.00	\$10,167.90	\$3,423.66
	\$684,051.86	\$684,051.86	\$0.00	\$87,192.45	\$87,192.45	\$596,859.41

The dollar amounts shown in the table above exclude real property taxes and interest due on either the special assessment fees or real property taxes.

As shown in the table above, no payment has been received for the 2012-2013 Annual Payment for Parcel R22900 02 09A. This status reflects the “redemption” of the Parcel by the Owner on March 8, 2013, which prompted the County’s reimbursement of the deposit paid by the tax lien purchaser in January 2013 for this Parcel’s 2012-2013 Annual Payment. The 2011-2012 Annual Payment for Parcel R22900 02 09A has been paid in full.

Village at Sandhill Improvement District

Appendix A-2

June 10, 2013 Special Assessment Roll

Tax Account Number	Owner	Principal Portion of	Total Assessment	Unpaid 2012-	Total Assessment
		Assessment Assuming 2012-2013 Annual Payment Has Been Paid in Full	Assuming 2012-2013 Annual Payment Has Been Paid in Full	2013 Annual Payment	
R22900-02-05	Village at Sandhill, LLC	\$862,690.97	\$1,736,017.47	\$19,032.59	\$1,755,050.06
R22900-02-06	Plex Indoor Sports, LLC	\$779,695.83	\$1,569,004.00	\$0.00	\$1,569,004.00
R22900-02-07	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	Regal Cinemas, Inc.	\$801,522.46	\$1,612,926.35	\$0.00	\$1,612,926.35
R22900-02-09A	Village at Sandhill, LLC	\$4,328,996.65	\$8,711,362.53	\$379,147.97	\$9,090,510.50
R22900-02-09B	Village at Sandhill, LLC	\$333,462.45	\$671,035.93	\$0.00	\$671,035.93
R22900-02-10	HD Development of Maryland, Inc.	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	Vas Outparcels, LLC	\$236,455.19	\$475,825.48	\$0.00	\$475,825.48
R22900-02-12	Vas Outparcels, LLC	\$226,754.46	\$456,304.43	\$0.00	\$456,304.43
R22900-02-13	MSCI 2006 HQ10 Forum Dr LLC	\$1,310,810.56	\$2,637,781.21	\$0.00	\$2,637,781.21
R22900-02-14	MSCI 2006 HQ10 Forum Dr LLC	\$588,106.50	\$1,183,463.36	\$0.00	\$1,183,463.36
R22900-02-15	Vas Town Center I, LLC	\$464,422.24	\$934,570.03	\$0.00	\$934,570.03
R22900-02-16	Vas Town Center I, LLC	\$742,105.52	\$1,493,359.94	\$0.00	\$1,493,359.94
R22900-02-17	Vas Town Center I, LLC	\$248,581.10	\$500,226.78	\$0.00	\$500,226.78
R22900-02-18	Vas Town Center I, LLC	\$276,470.68	\$556,349.78	\$0.00	\$556,349.78
R22900-02-19	Vas Town Center I, LLC	\$497,162.19	\$1,000,453.56	\$0.00	\$1,000,453.56
R22900-02-20	Vas Town Center I, LLC	\$93,369.49	\$187,890.06	\$0.00	\$187,890.06
R22900-02-21A	Vas Town Center I, LLC	\$965,222.21	\$1,942,343.98	\$0.00	\$1,942,343.98
R22900-02-21B	JC Penney Corporation, Inc.	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	Vas Town Center I, LLC	\$97,007.26	\$195,210.45	\$0.00	\$195,210.45
R22900-02-23	Vas Forum II, LLC	\$760,294.38	\$1,529,961.90	\$0.00	\$1,529,961.90
R22900-02-24	Vas Forum II, LLC	\$208,565.60	\$419,702.47	\$0.00	\$419,702.47
R22900-02-26	Richland County	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	Vas Outparcels, LLC	\$208,565.60	\$419,702.47	\$0.00	\$419,702.47
R22900-02-28	Vas Outparcels, LLC	\$167,337.52	\$336,738.03	\$0.00	\$336,738.03
R22900-02-33	Vas Outparcels II, LLC	\$259,494.41	\$522,187.95	\$0.00	\$522,187.95
R22900-02-34	Providential Real Estate LLC	\$71,542.85	\$143,967.71	\$0.00	\$143,967.71
R22900-02-35	Academy Ltd	\$742,105.52	\$1,493,359.94	\$0.00	\$1,493,359.94
R22900-02-36	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	Village at Sandhill, LLC	\$406,966.54	\$818,950.29	\$35,643.49	\$854,593.78
R22900-02-38	Village at Sandhill, LLC	\$1,540,846.17	\$3,100,688.38	\$119,973.94	\$3,220,662.31
R22900-02-39	Village at Sandhill, LLC	\$431,345.49	\$868,008.74	\$37,778.68	\$905,787.41
R22900-02-40	Village at Sandhill, LLC	\$25,029.72	\$50,368.01	\$552.20	\$50,920.21
R22900-02-41	TMW and Associates, LLC	\$59,237.00	\$119,204.29	\$1,306.88	\$120,511.17
R22900-02-42	Village at Sandhill, LLC	\$155,184.26	\$312,281.67	\$3,423.66	\$315,705.33
R22900-02-43	Vas Forum II, LLC	\$227,967.05	\$458,744.55	\$0.00	\$458,744.55
R22911-01-01	VAS Forum III, LLC	\$179,463.43	\$361,139.33	\$0.00	\$361,139.33
R22911-01-02	VAS Forum III, LLC	\$173,400.47	\$348,938.68	\$0.00	\$348,938.68
R22982-01-01	Vas Retail Condominium, LLC	\$13,100.50	\$26,362.51	\$0.00	\$26,362.51
R22982-01-02	Vas Retail Condominium, LLC	\$13,557.47	\$27,282.07	\$0.00	\$27,282.07
R22982-02-01	OWNER'S NAME NOT AVAILABLE	\$1,453.86	\$2,925.64	\$0.00	\$2,925.64
R22982-02-02	Vas Condominium, LLC	\$1,453.86	\$2,925.64	\$0.00	\$2,925.64
R22982-02-03	Vas Condominium, LLC	\$1,210.23	\$2,435.37	\$0.00	\$2,435.37
R22982-02-04	Vas Condominium, LLC	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-02-05	Vas Condominium, LLC	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-02-06	Vas Condominium, LLC	\$1,195.74	\$2,406.23	\$0.00	\$2,406.23
R22982-02-07	Vas Condominium, LLC	\$1,452.54	\$2,922.98	\$0.00	\$2,922.98
R22982-02-08	Vas Condominium, LLC	\$1,493.36	\$3,005.14	\$0.00	\$3,005.14
R22982-02-09	Vas Condominium, LLC	\$1,954.28	\$3,932.65	\$0.00	\$3,932.65
R22982-02-10	Vas Condominium, LLC	\$1,452.54	\$2,922.98	\$0.00	\$2,922.98
R22982-02-11	Vas Condominium, LLC	\$1,195.74	\$2,406.23	\$0.00	\$2,406.23
R22982-02-12	Patterson, Vance M.	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-02-13	Vas Condominium, LLC	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-02-14	Barrett, Raymond A.	\$1,208.91	\$2,432.73	\$0.00	\$2,432.73
R22982-02-15	Vas Condominium, LLC	\$1,453.86	\$2,925.64	\$0.00	\$2,925.64
R22982-02-16	Vas Condominium, LLC	\$985.04	\$1,982.23	\$0.00	\$1,982.23
R22982-03-01	Vas Condominium, LLC	\$1,453.86	\$2,925.64	\$0.00	\$2,925.64

Tax Account Number	Owner	Principal Portion of Assessment Assuming 2012-2013 Annual Payment Has Been Paid in Full	Total Assessment Assuming 2012-2013 Annual Payment Has Been Paid in Full	Unpaid 2012-2013 Annual Payment	Total Assessment
R22982-03-02	Vas Condominium, LLC	\$1,453.86	\$2,925.64	\$0.00	\$2,925.64
R22982-03-03	Vas Condominium, LLC	\$1,210.23	\$2,435.37	\$0.00	\$2,435.37
R22982-03-04	Vas Condominium, LLC	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-03-05	Vas Condominium, LLC	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-03-06	Vas Condominium, LLC	\$1,195.74	\$2,406.23	\$0.00	\$2,406.23
R22982-03-07	Vas Condominium, LLC	\$1,452.54	\$2,922.98	\$0.00	\$2,922.98
R22982-03-08	MPLV, LLC	\$1,493.36	\$3,005.14	\$0.00	\$3,005.14
R22982-03-09	Vas Condominium, LLC	\$1,954.28	\$3,932.65	\$0.00	\$3,932.65
R22982-03-10	Vas Condominium, LLC	\$1,452.54	\$2,922.98	\$0.00	\$2,922.98
R22982-03-11	Samchynskyy, Sergiy & Yuliya Besarab	\$1,195.74	\$2,406.23	\$0.00	\$2,406.23
R22982-03-12	Vas Condominium, LLC	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-03-13	Vas Condominium, LLC	\$1,331.38	\$2,679.18	\$0.00	\$2,679.18
R22982-03-14	Vas Condominium, LLC	\$1,210.23	\$2,435.37	\$0.00	\$2,435.37
R22982-03-15	Vas Condominium, LLC	\$1,453.86	\$2,925.64	\$0.00	\$2,925.64
R22982-03-16	Vas Scu, LLC	\$985.04	\$1,982.23	\$0.00	\$1,982.23
R22982-04-01	Vas Retail Condominium, LLC	\$13,644.70	\$27,457.62	\$0.00	\$27,457.62
R22982-04-02	Vas Retail Condominium, LLC	\$12,027.96	\$24,204.21	\$0.00	\$24,204.21
R22982-05-01	Vas Condominium, LLC	\$1,486.16	\$2,990.65	\$0.00	\$2,990.65
R22982-05-02	Vas Condominium, LLC	\$1,486.16	\$2,990.65	\$0.00	\$2,990.65
R22982-05-03	Vas Condominium, LLC	\$1,237.12	\$2,489.50	\$0.00	\$2,489.50
R22982-05-04	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-05-05	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-05-06	Vas Condominium, LLC	\$1,222.32	\$2,459.70	\$0.00	\$2,459.70
R22982-05-07	Vas Condominium, LLC	\$1,484.82	\$2,987.94	\$0.00	\$2,987.94
R22982-05-08	Vas Condominium, LLC	\$1,526.55	\$3,071.92	\$0.00	\$3,071.92
R22982-05-09	Vas Condominium, LLC	\$2,011.17	\$4,047.13	\$0.00	\$4,047.13
R22982-05-10	Vas Condominium, LLC	\$1,484.82	\$2,987.94	\$0.00	\$2,987.94
R22982-05-11	Vas Condominium, LLC	\$1,222.32	\$2,459.70	\$0.00	\$2,459.70
R22982-05-12	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-05-13	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-05-14	Vas Condominium, LLC	\$1,237.12	\$2,489.50	\$0.00	\$2,489.50
R22982-05-15	Vas Condominium, LLC	\$1,486.16	\$2,990.65	\$0.00	\$2,990.65
R22982-05-16	Vas Condominium, LLC	\$1,006.93	\$2,026.27	\$0.00	\$2,026.27
R22982-06-01	Vas Condominium, LLC	\$1,486.16	\$2,990.65	\$0.00	\$2,990.65
R22982-06-02	Vas Condominium, LLC	\$1,486.16	\$2,990.65	\$0.00	\$2,990.65
R22982-06-03	Vas Condominium, LLC	\$1,237.12	\$2,489.50	\$0.00	\$2,489.50
R22982-06-04	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-06-05	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-06-06	Vas Condominium, LLC	\$1,222.32	\$2,459.70	\$0.00	\$2,459.70
R22982-06-07	Vas Condominium, LLC	\$1,484.82	\$2,987.94	\$0.00	\$2,987.94
R22982-06-08	Vas Condominium, LLC	\$1,526.55	\$3,071.92	\$0.00	\$3,071.92
R22982-06-09	Vas Condominium, LLC	\$1,997.71	\$4,020.03	\$0.00	\$4,020.03
R22982-06-10	Vas Condominium, LLC	\$1,484.82	\$2,987.94	\$0.00	\$2,987.94
R22982-06-11	Vas Condominium, LLC	\$1,222.32	\$2,459.70	\$0.00	\$2,459.70
R22982-06-12	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-06-13	Vas Condominium, LLC	\$1,360.97	\$2,738.72	\$0.00	\$2,738.72
R22982-06-14	Vas Condominium, LLC	\$1,237.12	\$2,489.50	\$0.00	\$2,489.50
R22982-06-15	Vas Condominium, LLC	\$1,486.16	\$2,990.65	\$0.00	\$2,990.65
R22982-06-16	Vas Condominium, LLC	\$1,006.93	\$2,026.27	\$0.00	\$2,026.27
R22982-07-01	Vas Retail Condominium, LLC	\$8,848.92	\$17,806.94	\$0.00	\$17,806.94
R22982-07-02	Vas Retail Condominium, LLC	\$8,261.45	\$16,624.75	\$0.00	\$16,624.75
R22982-08-01	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-08-02	Vas Condominium, LLC	\$1,115.91	\$2,245.58	\$0.00	\$2,245.58
R22982-08-03	Vas Condominium, LLC	\$945.30	\$1,902.25	\$0.00	\$1,902.25
R22982-08-04	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-08-05	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-08-06	Vas Condominium, LLC	\$933.31	\$1,878.13	\$0.00	\$1,878.13
R22982-08-07	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-08-08	Vas Condominium, LLC	\$1,139.89	\$2,293.83	\$0.00	\$2,293.83
R22982-08-09	Vas Condominium, LLC	\$1,486.66	\$2,991.64	\$0.00	\$2,991.64
R22982-08-10	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59

Tax Account Number	Owner	Principal Portion of Assessment Assuming 2012-2013 Annual Payment Has Been Paid in Full	Total Assessment Assuming 2012-2013 Annual Payment Has Been Paid in Full	Unpaid 2012-2013 Annual Payment	Total Assessment
R22982-08-11	Vas Condominium, LLC	\$933.31	\$1,878.13	\$0.00	\$1,878.13
R22982-08-12	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-08-13	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-08-14	Vas Condominium, LLC	\$945.30	\$1,902.25	\$0.00	\$1,902.25
R22982-08-15	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-08-16	Vas Condominium, LLC	\$786.67	\$1,583.04	\$0.00	\$1,583.04
R22982-09-01	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-09-02	Vas Condominium, LLC	\$1,115.91	\$2,245.58	\$0.00	\$2,245.58
R22982-09-03	Vas Condominium, LLC	\$945.30	\$1,902.25	\$0.00	\$1,902.25
R22982-09-04	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-09-05	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-09-06	Vas Condominium, LLC	\$933.31	\$1,878.13	\$0.00	\$1,878.13
R22982-09-07	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-09-08	Vas Condominium, LLC	\$1,139.89	\$2,293.83	\$0.00	\$2,293.83
R22982-09-09	Vas Condominium, LLC	\$1,486.66	\$2,991.64	\$0.00	\$2,991.64
R22982-09-10	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-09-11	Vas Condominium, LLC	\$933.31	\$1,878.13	\$0.00	\$1,878.13
R22982-09-12	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-09-13	Vas Condominium, LLC	\$1,030.15	\$2,072.99	\$0.00	\$2,072.99
R22982-09-14	Vas Condominium, LLC	\$945.30	\$1,902.25	\$0.00	\$1,902.25
R22982-09-15	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-09-16	Vas Condominium, LLC	\$786.67	\$1,583.04	\$0.00	\$1,583.04
R22982-10-01	Vas Condominium, LLC	\$1,108.54	\$2,230.74	\$0.00	\$2,230.74
R22982-10-02	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-10-03	Vas Condominium, LLC	\$945.30	\$1,902.25	\$0.00	\$1,902.25
R22982-10-04	Vas Condominium, LLC	\$1,440.54	\$2,898.84	\$0.00	\$2,898.84
R22982-10-05	Vas Condominium, LLC	\$1,440.54	\$2,898.84	\$0.00	\$2,898.84
R22982-10-06	Vas Condominium, LLC	\$933.31	\$1,878.13	\$0.00	\$1,878.13
R22982-10-07	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-10-08	Vas Condominium, LLC	\$1,630.53	\$3,281.15	\$0.00	\$3,281.15
R22982-10-09	Vas Condominium, LLC	\$2,058.45	\$4,142.27	\$0.00	\$4,142.27
R22982-10-10	Vas Condominium, LLC	\$1,108.54	\$2,230.74	\$0.00	\$2,230.74
R22982-10-11	Vas Condominium, LLC	\$933.31	\$1,878.13	\$0.00	\$1,878.13
R22982-10-12	Vas Condominium, LLC	\$1,435.93	\$2,889.57	\$0.00	\$2,889.57
R22982-10-13	Vas Condominium, LLC	\$1,435.93	\$2,889.57	\$0.00	\$2,889.57
R22982-10-14	Vas Condominium, LLC	\$945.30	\$1,902.25	\$0.00	\$1,902.25
R22982-10-15	Vas Condominium, LLC	\$1,109.46	\$2,232.59	\$0.00	\$2,232.59
R22982-10-16	Vas Condominium, LLC	\$785.75	\$1,581.19	\$0.00	\$1,581.19
R22982-11-01	Vas Retail Condominium, LLC	\$8,431.72	\$16,967.39	\$0.00	\$16,967.39
R22982-11-02	Vas Retail Condominium, LLC	\$8,317.51	\$16,737.57	\$0.00	\$16,737.57
R22982-12-01	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-12-02	Vas Condominium, LLC	\$1,123.49	\$2,260.82	\$0.00	\$2,260.82
R22982-12-03	Vas Condominium, LLC	\$951.71	\$1,915.17	\$0.00	\$1,915.17
R22982-12-04	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05
R22982-12-05	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05
R22982-12-06	Vas Condominium, LLC	\$939.64	\$1,890.87	\$0.00	\$1,890.87
R22982-12-07	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-12-08	Vas Condominium, LLC	\$1,147.63	\$2,309.41	\$0.00	\$2,309.41
R22982-12-09	Vas Condominium, LLC	\$1,496.74	\$3,011.94	\$0.00	\$3,011.94
R22982-12-10	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-12-11	Vas Condominium, LLC	\$939.64	\$1,890.87	\$0.00	\$1,890.87
R22982-12-12	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05
R22982-12-13	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05
R22982-12-14	Vas Condominium, LLC	\$951.71	\$1,915.17	\$0.00	\$1,915.17
R22982-12-15	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-12-16	Vas Condominium, LLC	\$792.01	\$1,593.78	\$0.00	\$1,593.78
R22982-13-01	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-13-02	Vas Condominium, LLC	\$1,123.49	\$2,260.82	\$0.00	\$2,260.82
R22982-13-03	Vas Condominium, LLC	\$951.71	\$1,915.17	\$0.00	\$1,915.17
R22982-13-04	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05
R22982-13-05	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05

Tax Account Number	Owner	Principal Portion of Assessment Assuming 2012-2013 Annual Payment Has Been Paid in Full	Total Assessment Assuming 2012-2013 Annual Payment Has Been Paid in Full	Unpaid 2012-2013 Annual Payment	Total Assessment
R22982-13-06	Vas Condominium, LLC	\$939.64	\$1,890.87	\$0.00	\$1,890.87
R22982-13-07	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-13-08	Vas Condominium, LLC	\$1,147.63	\$2,309.41	\$0.00	\$2,309.41
R22982-13-09	Vas Condominium, LLC	\$1,496.74	\$3,011.94	\$0.00	\$3,011.94
R22982-13-10	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-13-11	Vas Condominium, LLC	\$939.64	\$1,890.87	\$0.00	\$1,890.87
R22982-13-12	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05
R22982-13-13	Vas Condominium, LLC	\$1,037.14	\$2,087.05	\$0.00	\$2,087.05
R22982-13-14	Vas Condominium, LLC	\$951.71	\$1,915.17	\$0.00	\$1,915.17
R22982-13-15	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-13-16	Vas Condominium, LLC	\$792.01	\$1,593.78	\$0.00	\$1,593.78
R22982-14-01	Vas Condominium, LLC	\$1,116.06	\$2,245.87	\$0.00	\$2,245.87
R22982-14-02	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-14-03	Vas Condominium, LLC	\$951.71	\$1,915.17	\$0.00	\$1,915.17
R22982-14-04	Vas Condominium, LLC	\$1,450.32	\$2,918.52	\$0.00	\$2,918.52
R22982-14-05	Vas Condominium, LLC	\$1,450.32	\$2,918.52	\$0.00	\$2,918.52
R22982-14-06	Vas Condominium, LLC	\$939.64	\$1,890.87	\$0.00	\$1,890.87
R22982-14-07	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-14-08	Vas Condominium, LLC	\$1,641.59	\$3,303.41	\$0.00	\$3,303.41
R22982-14-09	Vas Condominium, LLC	\$2,072.41	\$4,170.38	\$0.00	\$4,170.38
R22982-14-10	Vas Condominium, LLC	\$1,116.06	\$2,245.87	\$0.00	\$2,245.87
R22982-14-11	Vas Condominium, LLC	\$939.64	\$1,890.87	\$0.00	\$1,890.87
R22982-14-12	Vas Condominium, LLC	\$1,445.68	\$2,909.17	\$0.00	\$2,909.17
R22982-14-13	Vas Condominium, LLC	\$1,445.68	\$2,909.17	\$0.00	\$2,909.17
R22982-14-14	Vas Condominium, LLC	\$951.71	\$1,915.17	\$0.00	\$1,915.17
R22982-14-15	Vas Condominium, LLC	\$1,116.99	\$2,247.74	\$0.00	\$2,247.74
R22982-14-16	Vas Condominium, LLC	\$791.08	\$1,591.91	\$0.00	\$1,591.91
R23000-05-01	First Citizens Bank & Trust	\$200,077.47	\$402,621.56	\$0.00	\$402,621.56
R23000-05-02	Vas Marketplace, LLC	\$1,476,935.49	\$2,972,079.11	\$0.00	\$2,972,079.11
R23000-05-03	Village at Sandhill, LLC	\$150,361.25	\$302,576.20	\$0.00	\$302,576.20
R23000-05-04	Village at Sandhill, LLC	\$44,865.86	\$90,284.83	\$0.00	\$90,284.83
R23000-05-05	Vas Outparcels, LLC	\$278,895.86	\$561,230.05	\$0.00	\$561,230.05
R23000-05-06	Vas Outparcels, LLC	\$150,361.25	\$302,576.20	\$0.00	\$302,576.20
	Total	\$21,053,000.00	\$42,365,547.97	\$596,859.41	\$42,962,407.38

Richland County Council Request of Action

Subject

- a. Resolution honoring Anna Wimberly, Richland School District Two Bus Driver, for her heroic action and judgment on keeping the children safe until assistance arrived [**DIXON**]
- b. Resolution honoring the Richland County Wellness Program and the impact it has on the lives and wellbeing of County staff and the citizens of Richland County [**DIXON**]
- c. Richland County explore providing water to the unincorporated areas of the County [**JACKSON**]
- d. I move to direct the Legal Department to identify those outside law firms or lawyers retained to represent Richland County in any matter that also have represented Flow Control/Solid Waste companies, firms, entities or individuals and report back with that information to Council whether in open session or in executive session if any of that information falls within a permissible executive session, such as but not limited to the receipt of legal advice or contractual matters [**WASHINGTON**]
- e. Resolution recognizing Miriam Atria on her appointment as President of the SC Association of Tourism Regions Board of Directors [**DICKERSON**]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda