

RICHLAND COUNTY

COUNTY COUNCIL AGENDA



TUESDAY, APRIL 18, 2017

6 P.M.

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



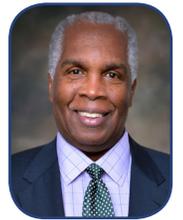
Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



Richland County Council
Regular Session
April 18, 2017 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson,
Chair, Richland County Council
2. **INVOCATION** The Honorable Norman Jackson
3. **PLEDGE OF ALLEGIANCE** The Honorable Norman Jackson
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: April 4, 2017 [PAGES 8-26]
 - b. Special Called Meeting: April 18, 2017 [PAGES 27-28]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **PRESENTATION OF RESOLUTIONS** The Honorable Joyce Dickerson
 - a. Resolution honoring Kendra Dove’s contribution to the CASA organization
 - b. A Proclamation recognizing the Month of May 2017 as Building Safety Month
 - c. A Resolution affirming the week of April 17-21, 2017 as Richland County’s National Community Development (CD) WeekThe Honorable Greg Pearce
7. **REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** *Items requiring outside counsel or a consultant. Larry Smith, County Attorney
 - a. Update on Contractual Matters with City of Columbia (3)
 - b. **Property Acquisition / Contractual Matter**

8. **CITIZENS' INPUT**
For Items on the Agenda Not Requiring a Public Hearing
9. **REPORT OF THE COUNTY ADMINISTRATOR** Gerald Seals, County Administrator
- a. Announcement of the Presentation of the CAFR
 - b. Personnel Matter
 - c. **Property Acquisition / Contractual Matter**
10. **REPORT OF THE CLERK OF COUNCIL** Michelle Onley, Deputy Clerk of Council
- a. REMINDER: Presentation of Recommended Budget by County Administrator and First Reading of County Budget and Millage Ordinance, April 27, 4:00 PM
 - b. REMINDER: 2017 Small Business Week Press Conference, May 1, 10:00 AM, Columbia Chamber of Commerce
11. **REPORT OF THE CHAIR** The Honorable Joyce Dickerson
- a. South Carolina State Budget Bill – H. 3720 Update
12. **OPEN/CLOSE PUBLIC HEARINGS** The Honorable Joyce Dickerson
- a. In support of the issuance by the South Carolina Job-Economic Development Authority of its Economic Development Revenue Bonds (Hammond School Project) Series 2017, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$21,000,000
13. **APPROVAL OF CONSENT ITEMS** The Honorable Joyce Dickerson
- a. 17-002MA
J. Guadalupe Torres
OI to RS-MD (0.34 Acres)
Inland Drive
TMS # 06015-01-20 [THIRD READING] [PAGES 29-30]
 - b. 17-004MA
Fremont Nelson
OI to RM-HD (0.5 Acres)
1646 Horseshoe Drive
TMS # 17012-01-03 [THIRD READING] [PAGES 31-32]

- c. 17-005MA
Ryan L. Horton
RU to HI (5 Acres)
Screaming Eagle Rd.
TMS # 31600-02-20 [THIRD READING] [PAGES 33-34]
- d. An Ordinance Authorizing a deed to Sallie B. W. Roberts for 0.0132± Acres on Cyrus Weston Road, in Richland County, which is a portion of TMS # 32800-01-25 [SECOND READING] [PAGES 35-36]

14. **ORDINANCES - THIRD READING**

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing a deed to Vulcan Lands, Inc. for 72± Acres on Caughman Road North, in Richland County, which is a portion of TMS # 06500-01-01 [PAGES 37-69]

15. **ORDINANCES - SECOND READING**

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl [PAGES 70-90]
- b. An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Eighty Seven Thousand Eight Hundred Sixty Four Dollars (\$87,864) to increase funding to the Board of Voter Registration and Elections Department for the upcoming State House of Representatives District 70 Special Election for Richland County [PAGES 91-100]
- c. An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and (Project Feng) (the “Company”); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto [PAGES 101-152]

16. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**
Notification of Vacancies:

The Honorable Bill Malinowski

- a. Accommodations Tax Committee – Three (3) Vacancies (One applicant must have a background in

the Cultural Industry; One applicant must have a background in the Hospitality Industry; the other is an at-large seat)

- b. Hospitality Tax Committee – Three (3) Vacancies (Two applicants must be from the Restaurant Industry; the other is an at-large seat)
- c. Internal Audit Committee – One (1) Vacancy (Applicant must be a CPA)
- d. Business Service Center Appeals Board – One (1) Vacancy (Applicant must be an attorney)
- e. Board of Assessment Appeals – Two (2) Vacancies
- f. Planning Commission – One (1) Vacancy
- g. Central Midlands Council of Governments (CMCOG) – One (1) Vacancy
- h. Building Codes Board of Appeals – One (1) Vacancy (Applicant must be from Architecture Industry)
- i. Employee Grievance Committee – Two (2) Vacancies (Applicants must be a Richland County employee)
- j. Procurement Review Panel – Two (2) Vacancies (One applicant must be from the public procurement arena and one applicant must be from the consumer industry)
- k. Township Auditorium Board – Two (2) Vacancies
- l. River Alliance Board – One (1) Vacancy (Applicant should be prepared to assist with promoting facilities, services or policies that create citizen benefits from our rivers)

Notification of Appointments:

- a. Accommodations Tax Committee - 5
 - 1. David Erbacher [PAGES 153-154]
 - 2. Andy Briggs [PAGES 155-156]
- b. Planning Commission - 3
 - 1. Heather Cairns [PAGES 157-158]

2. Stephen L. Gilchrist [PAGES 159-161]

The Honorable Seth Rose

17. **REPORT OF THE DECKER CENTER AD HOC COMMITTEE**

- a. Designating a “Cultural and Historic Room” in the Decker Center [PAGE 162]

18. **OTHER ITEMS**

The Honorable Joyce Dickerson

- a. In support of the issuance by the South Carolina Job-Economic Development Authority of its Economic Development Revenue Bonds (Hammond School Project) Series 2017, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$21,000,000 [PAGES 163-165]

19. **SECOND CITIZENS’ INPUT**

Must Pertain to Items Not on the Agenda.

20. **SECOND COUNTY ATTORNEY’S REPORT OF EXECUTIVE SESSION ITEMS**

Larry Smith, County Attorney

21. **MOTION PERIOD/ANNOUNCEMENTS**

- a. Reduce funding to State mandated agencies by the percentage cut from the Local Government Fund.

The Honorable Norman Jackson

- b. Review the MOU between the City of Columbia and the Richland County Library and determine what action(s) need to be taken by Richland County in order for the library to be in compliance with needed MOU and the City of Columbia regarding water service, right-of-way and ownership matters as described in the provided information [PAGES 166-174]

The Honorable Bill Malinowski

- c. Resolution thanking the EZ Dock Company for the donation and installation of an \$85,000 dock on the Broad River for the use of the Columbia Rowing Club and others.

The Honorable Greg Pearce
The Honorable Paul Livingston

- d. All business establishments that produce garbage/trash must have a dumpster or their business license will be suspended or revoked. NOTE: There has been a practice of illegal dumping of garbage from restaurants and bars on open land in the unincorporated area,

The Honorable Norman Jackson

especially in the rural communities. Obviously, this practice is by establishments that do not have proper mechanism to process their waste

(Additional motions may be received by the Clerk of Council's Office up to 24 hours prior to the Council meeting. Such motions will be distributed as "24-Hour Motions" to Council members)

22. **ADJOURN**



Richland County Council



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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MEETING

April 4, 2017
6:00 PM
County Council Chambers

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

CALL TO ORDER

Ms. Dickerson called the meeting to order at approximately 6:00 PM

INVOCATION

The Invocation was led by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was the Honorable Bill Malinowski

APPROVAL OF MINUTES

Regular Session: March 21, 2017 – Mr. Manning, moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: March 28, 2017 – Ms. Myers stated the “Call to Order” should reflect Chairwoman Dickerson called the meeting to order.

Mr. Manning moved, seconded by Mr. C. Jackson, to approve the minutes as corrected. The vote in favor was unanimous.

Special Called: March 28, 2017 – Mr. Manning moved, seconded by Mr. Rose, to approve the minutes as distributed.

Mr. Malinowski stated after reviewing the MOU provided to Council on March 24th, and subsequently approved by Council, and the “revised” MOU presented to Council at the Special Called meeting, it appears the approved MOU does not have much in the way of “teeth”. He suggested amending the MOU in the future.

Mr. C. Jackson stated he does not disagree with the Mr. Malinowski, but the fact the County has no legal authority over the organization, beyond the 5 mills, and that they are voluntarily executing the MOU the wording is more congenial in the original MOU.



Committee Members Present

Joyce Dickerson, Chair
Bill Malinowski, Vice Chair
Calvin “Chip” Jackson
Norman Jackson
Gwendolyn Davis Kennedy
Paul Livingston
Jim Manning
Yvonne McBride
Dalhi Myers
Greg Pearce
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Michelle Onley
Brandon Madden
Larry Smith
Ismail Ozbek
Beverly Harris
Laura Renwick
Janelle Ellis
Kevin Bronson
Tracy Hegler
Sandra Yudice
Shahid Khan
Daniel Driggers
Dwight Hanna
Tracy Hegler
Cheryl Johnson
Sandra Haynes
Rob Perry
Arthur Braswell
Geo Price
Jocelyn Jennings
Valeria Jackson
Brad Farrar
Quinton Epps
Jeff Ruble
Samuel Selph

The vote was in favor.

ADOPTION OF AGENDA

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

PRESENTATION OF RESOLUTIONS

- a. Resolution honoring Satch Krantz for his years of service to the Riverbanks Zoo** – Mr. Rose presented Mr. Krantz with a resolution in honor of his service to the zoo.
- b. Resolution to recognize April as Fair Housing Month** – Ms. Dickerson presented resolutions to Mr. Ray Buxton, SC Human Affairs Commission, and Mr. Gilbert Walker, Columbia Housing Authority, in honor of Fair Housing Month.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

Mr. Smith stated the following items were potential Executive Session Items:

- a. Debriefing Concerning the Management Audit Letter**
- b. Update on State Legislation**
- c. Personnel Matters (3)**

CITIZENS' INPUT

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

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. Debriefing Concerning the Management Audit Letter** – This item was taken up in Executive Session.

REPORT OF THE CLERK OF COUNCIL

- a. Reminder: Richland 101 Graduation, April 10, 2017, 6:00 PM, Columbia Museum of Art** – Ms. Onley reminded Council of the upcoming Richland 101 Graduation.
- b. TASC Elected Official of the Year/Local Award** – Ms. Onley congratulated Chairwoman Dickerson on being awarded the 2017 TASC Elected Official of the Year.

- c. **USC Women's Basketball National Championship Parade Participation** – Ms. Roberts provided Council with details regarding their participation in the USC Women's Basketball National Championship parade.

REPORT OF THE CHAIR

- a. **Personnel Matters (3)** – These items were taken up in Executive Session.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate up to \$200,000 of Hospitality Fund Balance to the SC Military Support Foundation to assist in funding for advertisement and promotion of the 2017 South Carolina Guard Air & Group Expo** – No one signed up to speak.
- **An Ordinance authorizing a deed to Vulcan Lands, Inc. for 72± Acres of Caughman Road North, in Richland County, which is a portion of TMS # 06500-01-001** – Mr. Elliott Botzis spoke in favor of this item.

APPROVAL OF CONSENT ITEMS

- **17-002MA, J. Guadalupe Torres, OI to RS-MD (0.34 Acres), Inland Drive, 06015-01-20 [SECOND READING]**
- **17-004MA, Fremont Nelson, OI to RM-HD (0.5 Acres), 1646 Horseshoe Drive, 17012-01-03 [SECOND READING]**
- **17-005MA, Ryan L. Horton, RU to HI (5 Acres), Screaming Eagle Rd., 31600-02-20 [SECOND READING]**
- **Award of the contract for the Three Creeks Debris Removal Project**
- **An Ordinance Authorizing a deed to Sallie B. W. Roberts for 0.0132± Acres on Cyrus Weston Road, in Richland County, which is a portion of TMS # 32800-01-25 [FIRST READING]**
- **Solid Waste Department: Authorization to Increase Purchase Order Over \$100,000**
- **Solid Waste Department: Award of the Class 2 Solid Waste Disposal Contract**

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

THIRD READING

16-036MA, Jeff Stallings, PDD to GC (20 Acres), 8000 Wilson Boulevard, 14400-01-03 & 14402-03-01 – Ms. Kennedy moved, seconded by Mr. Malinowski, to approve this item.

FOR

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to restructure the departments of the County – Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item.

Mr. Rose made a friendly amendment to not remove the CASA Department from under the Administrator, but to have the CASA attorneys to report directly to the County Attorney.

Mr. Livingston stated he thought the Administrator’s recommendation was to not put the CASA attorneys under the County Attorney.

Mr. Seals stated the reason it is set up this way is a result of the discussions with County Council. He stated he has no objection to the CASA attorneys being under the County Attorney.

Mr. Livingston inquired if the attorneys will be making decisions that will hold the County liable in any way or do they only do something on behalf of the children.

Mr. Rose stated anytime a licensed attorney that is representing or giving legal advice under Richland’s name they should answer to the County Attorney.

Mr. Livingston inquired if there has been a discussion with the Director of CASA to determine how this will work under her structure.

Mr. Rose stated he has not personally had a discussion.

Mr. Manning moved, seconded by Ms. McBride, to defer this item.

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FOR

Pearce
C. Jackson
Dickerson
Manning
McBride

AGAINST

Rose
N. Jackson
Malinowski
Livingston
Kennedy
Myers

The motion for deferral failed.

Mr. Livingston requested a discussion take place with the Director of CASA.

Mr. Manning stated it concerns him that a major organizational change would take place without at least sharing the proposal with the director.

Ms. Myers stated these changes are to be revisited in 3 months. Council could approve the ordinance as it stands and have a discussion with the director. If any changes need to be made, Council could make those changes in the next 90 days.

Ms. McBride stated she needs clarification regarding "qualification of staff". In one area it says it requires that the "manager shall be a graduate of an accredited college or university..." Her concern is what if at the time of graduation the college was accredited and then when the person applies for a position the college is no longer accredited.

Ms. Dickerson inquired of Mr. Seals if CASA Department will still be under Administration, but the legal part or matters need to go through Mr. Smith.

Mr. Seals responded in the affirmative.

Ms. Dickerson stated the discussion on CASA has not been had in the past. The County Attorney has never informed her that the CASA attorneys needed to be under the County Attorney's supervision.

Mr. Smith stated the motion made by Mr. Rose is not something the County Attorney's Office advocated; however, to the extent Council feels it is appropriate to place the CASA attorneys under the direction of the County Attorney, he will accept the responsibility.

Mr. N. Jackson inquired if Mr. Rose's friendly amendment had been accepted by the maker of the original motion.

It was determined the friendly amendment was not accepted.

Mr. Livingston inquired if the original motion included the Administrator's original recommendation.

Ms. Dickerson responded in the affirmative.

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Mr. Livingston stated he supported the original motion, but he recommends having a conversation with CASA to decide if the ordinance should be amended in the future.

Mr. Seals stated in response to Ms. McBride's inquiry, the plan has always been to consider the super structure as it pertains to department directors and the managers and divisions will be brought back in approximately 3 months. The language Ms. McBride cited pertains to the managers and division heads, which will be reviewed at that time.

Mr. Rose inquired if the motion he proposed were to pass, would Council be able to revisit how things are working in 3 months.

Mr. Seals stated CASA is a division and all divisions are scheduled to come back to County Council in 3-4 months. The idea is for Council to review those in detail.

Ms. Dickerson requested the motion to be restated.

Mr. Rose stated the original motion is to accept what is before Council. He made a substitute motion that moves what is before Council forward, except for the four (4) CASA attorneys positions would report to the County Attorney. Other than that CASA will remain under the County Administrator.

Ms. Myers stated she supports Mr. Rose's concerns, but she would suggest going forward tonight with the original motion out of respect for the CASA Director and to have a conversation with her regarding the proposed changes.

Mr. Rose moved, seconded by Mr. Malinowski, to reconsider the vote on the motion for deferral. The vote was in favor.

Mr. Rose moved, seconded by Mr. Manning, to defer this item until the April 18th Council meeting.

<u>FOR</u>	<u>AGAINST</u>
Pearce	N. Jackson
Rose	Malinowski
C. Jackson	Livingston
Dickerson	Kennedy
Manning	Myers
	McBride

The motion for deferral failed.

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FOR

Pearce
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
McBride

AGAINST

Rose
C. Jackson

The vote was in favor of the original motion.

Mr. Livingston suggested immediately having a conversation with the CASA Director and if the discussion is favorable, staff can begin the process to amend the ordinance.

Mr. Manning stated for clarification the changes would require three readings and a public hearing.

Mr. C. Jackson stated for the record, he hopes this does not set the precedence for the way the Council conducts business. If he were a division head and found out after a meeting that he had direct reports moved to another area, he would be very disappointed in the Council.

An Ordinance authorizing deed to the Columbia Automotive Company, LLC for .4312 Acres previously a portion of Terramont Drive, a public road, which was closed by order of the court – Ms. Myers moved, seconded by Mr. N. Jackson, to approve this item.

FOR

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
McBride

AGAINST

The vote in favor was unanimous.

An Ordinance amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate up to \$200,000 of Hospitality Fund Balance to the SC Military Support Foundation to assist in funding for advertisement and promotion of the 2017 South Carolina Guard Air & Ground Expo – Ms. Myers moved, seconded by Mr. N. Jackson, to approve this item.

Ms. Myers made a friendly amendment to the ordinance to include aviation fuel in the funding request.

Mr. Livingston inquired if aviation fuel was an appropriate use of Hospitality Tax.

Mr. Seals responded in the affirmative. The aviation fuel is a part of the promotion.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
McBride	

The vote in favor was unanimous.

SECOND READING

An Ordinance authorizing a deed to Vulcan Lands, Inc. for 72± Acres on Caughman Road North, in Richland County, which is a portion of TMS # 06500-01-01 – Mr. Livingston moved, seconded by Mr. Manning, to approve this item.

Ms. Myers stated there is a change in the original document where the liability has been shifted to the County. She inquired if the County Attorney had reviewed and accepted the changes on p. 218 of the agenda packet.

Mr. Smith stated the terms negotiated by his office and the attorneys from Vulcan are reflected in the document included in the agenda packet.

The vote in favor was unanimous.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

a. Award of the Columbia High/Sandel Elementary Sidewalk – Mr. Malinowski inquired about the normal procedure for placing sidewalks on roads under the authority of the SCDOT.

Mr. Ozbek stated there are a variety of ways sidewalks can be placed in the SCDOT right-of-way: (1) County Transportation Committee; (2) SCDOT Grants; and (3) Citizen Requests.

Mr. Malinowski further inquired why the SCDOT is not taking on full responsibility for their roads and the County is becoming involved.

Mr. Ozbek stated SCDOT is providing a grant for this particular project. They are not necessarily SCDOT or County roads. They serve the schools and community in this area.

Mr. Malinowski stated SCDOT is giving the County 60% and we are responsible for the other 40%. In addition, Mr. Malinowski inquired if encroachment permits have been obtained for this project.

Mr. Ozbek responded in the affirmative.

Mr. Livingston moved, seconded by Mr. N. Jackson, to approve this item. The vote in favor was unanimous.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl [FIRST READING]** – Mr. Rose stated the committee forwarded this item without a recommendation. The ordinance amendment is an effort to further the County’s goal of being a “no kill” community.

Ms. Haynes stated the recommendations are as follows: (1) *Community cat diversion program*. This is the trap/neuter/release program wherein feral cats are picked up and released back into the community after they have been spayed or neutered. The cat’s ears will be tipped in order to recognize or identify the cat if it is picked up again. (2) *Managed intake process*. Animal Care officers will no longer pick up owner released animals and take them to the shelter. The responsibility will be placed back on the owner.

Mr. Rose moved, seconded by Mr. Livingston, to approve this item.

Mr. Malinowski inquired if the City of Columbia has an ordinance in place that covers the County’s proposed recommendations.

Ms. Haynes stated they have a community cat program in place.

Mr. Malinowski inquired if there was a charge for the County to pick up sick or injured owner surrendered animals.

Ms. Haynes stated there is no charge.

Mr. Malinowski requested a definition for “animalia” be placed in the ordinance.

Mr. Malinowski stated Sec. 5-1(1) Dangerous or vicious animal is too ambiguous and in Sec. 5-1(2) a definition for provocation needs to be added.

Mr. Malinowski stated Sec. 5-2 addresses pet licenses, but he believes there is an abundance of non-licensed, possible non-vaccinated, pets in Richland County. He would like to see employees that are in contact with residents during the course of their job duties, to verify any animals they come into contact with are properly licensed.

Mr. Malinowski requested Ms. Haynes bring back the reassessment of fees to Council.

Mr. Malinowski referenced Sec. 5-2(6) and inquired what the additional penalties are if the license is not applied for in a timely manner.

Mr. Malinowski referenced Sec. 5-3(3): “registration must be accompanied by proper documentation...The Animal Care Director shall make the final decision on whether the documentation is sufficient to meet the requirements of this section.” He suggested including in the ordinance an explanation of what proper documentation is.

Mr. Malinowski referenced Sec. 5-4(b) *Scope*. “...shall apply only to healthy free roaming and Community Cats. Well socialized, friendly, or abandoned house pets...” and inquired how someone would know if the pet has been abandoned.

Mr. Malinowski requested clarification if the days given a person to pay the fine, redeem, etc. are business days or calendar days.

Ms. McBride inquired if Animal Care has any data regarding where the majority of the cats are being picked up. She expressed concern with releasing the cats back into the lower income areas.

Ms. Kennedy expressed concern with releasing the animals back into the communities at all. She believes it is a waste of taxpayers’ money to pick up an animal and then release them back into the same neighborhoods.

Mr. Rose requested Ms. Haynes to bring back responses to the questions raised during the discussion on this item.

Ms. Kennedy requested some alternatives to be proposed besides the trap/neuter/release program.

Mr. C. Jackson requested the number of cats presently being picked up in the course of a year.

<u>FOR</u>	<u>AGAINST</u>
Pearce	Malinowski
Rose	Kennedy
C. Jackson	Manning
N. Jackson	McBride
Dickerson	
Livingston	
Myers	

The vote was in favor.

- c. Policy for Monitoring and Distributing County funds to Non-County Entities** – Mr. Rose stated this item is to set internal controls for monitoring the distribution of County funds. The committee forwarded this item to Council with a recommendation for approval. The vote in favor was unanimous.

THE ADMINISTRATION AND FINANCE COMMITTEE

- a. **Solid Waste Department: Award of the contract for a Solid Waste Collection Route Management System** – Mr. Pearce stated the committee recommended awarding the contract to Fleetmind.

Mr. Malinowski stated he received the following response to his question about how much savings the County could expect: “The County should see a return on investment within the first two (2) years.” The County plans to spend over \$8 million, so he is curious what the return on investment will be over the six (6) year period.

Mr. Braswell stated there is an initial investment of approximately \$1 million. The annual cost to the County is approximately \$4,900 for operation of the system. The \$9,800 monthly maintenance fee is split with the haulers. The haulers will be responsible for maintaining and replacing any damaged equipment.

Mr. Malinowski stated at \$500,000 per year for 6 years, it would still be \$3 million. And then you have to include the \$1 million initial investment. What is the savings over the 6 year period?

Mr. Braswell stated the annual costs to the County will be approximately \$60,000. He further stated, it is hard to calculate the savings. The County will be able to save in two ways:

(1) The haulers are paid by what is considered a serviceable cart, which means that homeowner is paying for that service. Right now there are carts assigned to houses by certificate of occupancy and if someone leaves the cart would stay there, but no one is paying for that service. The system will give the County a better indication of how many carts are in place and the service is being paid for.

Mr. Malinowski inquired why the carts would be picked up if the service is not being paid for.

Mr. Braswell stated presently the haulers pick up any cart that is beside the road.

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

- b. **Solicitor’s Office: Approval of Victim of Crime Act (VOCA) Special Solicitation Grant** – Mr. Pearce stated the committee recommended approval of the in-kind match of \$134,626. The vote in favor was unanimous.
- c. **An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Forty Thousand Ninety Dollars (\$40,090) to increase funding to the Board of Voter Registration & Elections Department for the upcoming State House of Representatives District 70 Special Election for Richland and Sumter counties [FIRST READING]** – Mr. Pearce stated the committee recommended approval this item in the amount of \$40,090; however, prior to tonight’s meeting Mr. Selph advised him that amount is incorrect.

Mr. Manning inquired as to where the amount approved by the committee came from.

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Mr. Pearce stated the Elections Department provided the amount to the committee at the committee meeting.

Mr. Malinowski stated when the committee received the dollar amount from the Elections Department; he requested the dollar amount be reflected in the documentation provided to Council. In addition, the information reflects Richland County is paying for a special election for Richland and Sumter counties. The State law requires the County only pay for their County's portion of the election costs.

Ms. Dickerson stated she constantly requests when figures are brought before Council that the information provided be accurate. Every time Council votes, there seems to be a problem with the numbers. The committee voted for \$40,000. Until the County Administrator can assure her the numbers are correct, she cannot support anything above \$40,000.

Mr. N. Jackson stated there were two sets of numbers presented at the committee meeting and the committee requested Mr. Selph to provide the correct figure by the Council meeting.

Mr. Selph stated, at the behest of County Council, the Department of Elections and Voter Registration was requested to provide the costs for staff and part-time staff. The budget amendment that was presented at the committee meeting did not include those figures. He accepted full responsibility for the figures being incorrect. The total cost to conduct the three (3) elections is \$87,864.00.

Ms. Myers inquired if the figures include any setoff from what the State will reimburse.

Mr. Selph stated the figure does not include the percentage the State will reimburse, but he does not have the percentage the State will reimburse.

Mr. Malinowski asked for clarification on which counties the funding is to be used for.

Mr. Selph stated the funding is only for Richland County and the documentation will be corrected prior to the next Council meeting.

Mr. Malinowski requested a further breakdown of the election day workers (p. 275 – agenda packet).

Mr. Selph stated the County has approximately 13,900 voters, which will require 48 machines and 57 poll workers for each election.

Mr. Pearce inquired if the item were deferred if it would cause a hardship on the Elections Department.

Mr. Selph stated he does not believe it would.

Mr. Pearce moved to defer this item one meeting to allow the Elections Department an opportunity to distribute accurate information and address the questions of Council.

Mr. Livingston stated this item requires three (3) readings and public hearing; therefore, he suggests proceeding with First Reading.

Mr. Pearce withdrew his motion for deferral.

Mr. Pearce moved, seconded by Mr. Livingston, to give First Reading approval to the item and request Mr. Selph to bring back the additional information requested.

The vote in favor was unanimous.

- d. Increase Annual Leave for Employees** – Mr. Pearce stated the committee recommended Council approve to increase annual leave for County employees to the following:

0-5 Years = 10 days
5-10 Years = 15 days
10-15 Years = 20 days
15-20 Years = 20 days
20+ Years = 20 days

In addition, to add an additional holiday that is not a designated day but an optional day for County employees.

Mr. N. Jackson stated when the County has to compete with the State, or other entities, the amount of annual leave and/or having to begin accruing vacation time anew hurts in the recruitment efforts for qualified employees.

Mr. N. Jackson made a substitute motion to adopt the State’s annual leave policy. The motion dies for lack of a second.

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

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated Council should take a minute and make sure everyone is clear. We looked at what the City of Columbia did, what the State did, what Lexington did, what other counties did across the State. And what we did tonight was we increased, for those with longevity, the number of days they’ll get vacation to spend time with their family doing the things they want to do, above what it has been, up until this point. And we brought more days in, earlier and over the long haul. In addition, Council gave them an extra holiday of their choosing. He felt it was pretty significant what the Council did for employees and future employees of Richland County.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and (Project Feng) (the “Company”); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this**

ordinance; and other matters related thereto [FIRST READING BY TITLE ONLY] – Mr. Livingston stated the committee recommended First Reading by Title Only approval of this item. The vote in favor was unanimous.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Central Midlands Council of Governments – 2** – Mr. Malinowski stated the committee recommended appointing Ms. Susan Brill to the Central Midlands Council of Governments. The vote in favor was unanimous.
- b. Airport Commission – 2 (One applicant must reside within one mile of the airport)** – Mr. Malinowski stated the committee recommended appointing Ms. Lindsey Ott and Mr. Timothy Alexander Mousseau. Mr. Mousseau will fulfill the neighborhood resident requirement. The vote in favor was unanimous.
- c. Business Service Center Appeals Board – 2 (One applicant must be an attorney; the other must be a CPA)** – Mr. Malinowski stated the committee recommended appointing Mr. John F. Hamilton. The vote in favor was unanimous.

REPORT OF THE CLERK’S OFFICE AD HOC COMMITTEE

- a. Clerk of Council Office Visits**
 - 1. Dates**
 - 2. Transportation**
 - 3. Council Participation**

Ms. Myers stated the committee recommended visiting the Greenville, Spartanburg, York and Charleston County Clerk’s Offices. The proposed dates are April 20th and 21st. Mr. Seals agreed to provide transportation for the visits and full Council participation is encouraged. If any Council members would like to attempt, please coordinate with the Clerk’s Office.

- b. Re-advertisement of Clerk of Council Position** – Ms. Myers stated the committee reviewed, in conjunction with the Human Resources Department, the Clerk of Council’s scope of duties and the previous advertisement for the position. Proposed changes will be circulated to full Council prior to the position being re-advertised.
- c. Reconfiguration of Office Space** – Ms. Myers stated there are plans to reconfigure the Chair’s office space to provide Council member’s with office space in which to work. The plan is for Council members to share the space. Filing cabinets and an additional desk will be added to the room to allow multiple Council members to work. The Chair will move into the smaller Council office to allow for the reconfiguration of the existing office space.

The Administrator’s Office will present the proposed reconfiguration to committee and ultimately Council prior to any work beginning.

In response to Ms. Kennedy's inquiry as to how many Council members utilize office space at the Administration building on a regular basis, Mr. C. Jackson stated he utilizes office space weekly to meet with constituents.

Mr. Pearce expressed concern with reconfiguring the office space since the conference room portion of the room is frequently used due to a shortage in meeting space.

Ms. Myers stated there is not a recommendation to take the conference space away, but to simply add an additional desk and filing space.

Mr. Manning stated the smaller Council office can be reserved through the Clerk's Office, which he does on occasion, to hold meetings with constituents. It is his understanding there will be an office with 2 desks; therefore, both desks may be taken or a Council member could be meeting with a constituent and another Council member could come in to utilize the additional desk. He requested clarification on how this would work for those Council members that meet with their constituents in the Council offices.

Additionally, he stated he felt it was backwards to work on the scope of the Clerk's position description and then go and visit the other Clerk's Offices.

In response to Mr. Manning's concerns regarding the Clerk's office visits, Ms. Dickerson stated the Clerk's Office Ad Hoc Committee wanted to tour the other offices to ensure the Richland County offices are state of the art.

BUDGET AD HOC COMMITTEE

- a. **Midlands Technical College Capital Project Request** – Ms. Myers stated Midlands Technical College needs greater bonding ability in order to build a new Workforce Development facility on the Beltline Campus. They have proposed an additional 0.5 mill and the committee recommended approval of their request to include the additional .05 mill in their budget.

Mr. Malinowski requested information regarding the impact the additional 0.5 mill will have on the taxpayers in Richland County.

Mr. Manning inquired if this is a form of preapproval to get into the budget process. He stated he was somewhat confused with the process compared to how it has worked in the past. There are now organizations coming to a committee of Council to present what they are looking to have in their budget. What does it tell the organization? If the item is not approved does that mean the organization cannot include it in their budget?

Ms. Myers stated the organization is asking to be allowed to present in their formal budget an additional 0.5 mill above the 1.5 mills, which will take them to 2 mills. The 0.5 mill will be used for the Workforce Development building. The issue was could they put the additional millage in the budget and seek a bond based up on the additional millage. However, it will not be approved until it appears in the complete budget.

Mr. Rose stated there are items coming out of the Budget Ad Hoc Committee and Council is being asked to take action, but there is no action. The items are simply being forwarded to the budget, which Council would already be taking up. He feels like Council is approving something because this is getting the ball rolling.

<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Pearce	Rose	Livingston
C. Jackson	Malinowski	
N. Jackson	Kennedy	
Dickerson		
Myers		
McBride		

The vote was in favor.

- b. Sheriff's Facility** – Ms. Myers stated the Sheriff's Department is requesting Council approve their purchase of the SCANA Building on Shakespeare Road in the biennial budget process. The building will accommodate the current needs and growth of the Department. The committee recommended approval of this item.

Ms. Kennedy inquired about what services will be consolidated and/or relocated to this facility (i.e. community satellite offices, etc.)

Deputy Chief Cowan responded to Ms. Kennedy's inquiry. He stated the main headquarters and satellite office would stay in their present locations. The laboratory facilities from the main headquarters building would be expanded. The forensic science, crime scene investigations and fleet services would be located in the new facility.

Ms. Myers stated the \$1.3 million is the cost to purchase the building; Phase I and II would follow and be included in the biennial budget process.

Mr. Malinowski inquired if the County receives any funding from SLED for the lab work conducted.

Deputy Chief Cowan stated the Sheriff's Department does not do any lab work for SLED. The lab work conducted is for the benefit of the citizens of Richland County. The lab is able to process crimes expeditiously from vandalism to homicide without having to depend on SLED.

Mr. Malinowski inquired if all of the cases are Richland County cases.

Deputy Chief Cowan stated 90% of the cases are done for Richland County. Any case that is done for another agency is charged a fee for the consumables and personnel.

Mr. Malinowski requested the current annual costs for the evidence storage space.

Deputy Chief Cowan stated the information was provided in a PowerPoint to Council in January, but he can provide a hard copy to Mr. Malinowski.

Mr. Malinowski inquired about the current square footage for the services currently being provided.

Deputy Chief Cowan stated the current services utilize 7,800 square feet, plus ten (10) Conex trailers, for a total of approximately 15,000 square. The new facility has approximately 100,000 square feet.

The vote was in favor.

- c. **Council Motion: Imposing a uniform service charge on tax exempt property** – Ms. Myers stated this item was discussed in committee. The committee held this item in committee and requested staff to provide additional information and options.

OTHER ITEMS

A Resolution to appoint and commission Shahid Khan, Charles M. Shugart, Jerry Driggers, Adam Frick, Carla Lamb, Tariq Hussain, Bob Jennings, as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

CITIZENS' INPUT

(Must Pertain to Items Not on the Agenda)

Ms. Sherry Feggins spoke in regarding to her displeasure with how she was treated by Richland County Recreation Commission staff.

Mr. Toney Forrester continued his “story” from the previous Council meetings.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski recognized that A’ja Wilson’s father was in the audience.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 8:12 p.m.
and came out at approximately 8:52 p.m.*

- a. **Debriefing Concerning the Management Audit Letter** – No action was taken.
- b. **Update on State Legislation** – No action was taken.
- c. **Personnel Matters (3)** – No action was taken.

MOTION PERIOD

- a. **In order not to discriminate, or have the appearance to discriminate, I move that all outside agencies receiving funding through Richland County are subject to the same, or similar, MOU to**

that of the Richland County Recreation Commission [N. JACKSON and MYERS] – This item was referred to the A&F Committee.

- b. Direct Legal to research what is required to enact a parking ordinance in communities/subdivisions [McBRIDE]** – This item was referred to the D&S Committee.
- c. I move to require that all municipal utility service providers must request consent and approval from Richland County Council prior to extending or accepting water and sewer infrastructure within the unincorporated boundaries of Richland County [MALINOWSKI]** – This item was referred to the D&S Committee.
- d. Richland County will look into the use of various bond attorneys doing business within Richland County in an effort to spend taxpayer dollars in a more equitable way with the legal profession. [MALINOWSKI]** – This item was referred to the A&F Committee.
- e. While Richland County is moving in this direction, for the record I move that Richland County staff review budgets for entities receiving tax dollars to confirm all spending is done to only promote the mission of that entity. Any dollars not spent toward the mission will not be awarded at budget time. [MALINOWSKI]** – This item was referred to the A&F Committee.
- f. Resolution recognizing USC Women’s Basketball team and MOP A’ja Wilson from Lower Richland Hopkins SC District 11 as National Champions [N. JACKSON]** – Mr. Pearce moved, seconded by Mr. Malinowski, to adopt a resolution honoring the USC Women’s Basketball team and MOP A’ja Wilson. The vote in favor was unanimous.
- g. Richland County lost millions of dollars by not collecting taxes on (SOB) for the past five years. I move that the Legal Department along with Administration explore recovering the funds from Sexual Oriented Businesses directly or from the former Assistant County Administrator who defied Council’s directive and ordering staff not to pursue collection or fines [N. JACKSON]** – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:58 PM.

Joyce Dickerson, Chair

Bill Malinowski, Vice-Chair

Calvin “Chip” Jackson

**Richland County Council
Regular Session Meeting
Tuesday, April 4, 2017
Page Nineteen**

Norman Jackson

Gwendolyn Kennedy

Paul Livingston

Jim Manning

Yvonne McBride

Dahli Myers

Greg Pearce

Seth Rose

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MEETING

April 13, 2017
5:00 PM
County Council Chambers

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

CALL TO ORDER

Ms. Dickerson called the meeting to order at approximately 5:00 PM

ADOPTION OF AGENDA

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

ITEMS FOR ACTIONS

Potential Litigation/Contractual Matter: Updated Management Letter – Mr. N. Jackson moved, seconded by Ms. Kennedy, to go into Executive Session.

EXECUTIVE SESSION

Council went into Executive Session at approximately 5:01 p.m. and came out at approximately 6:41 p.m.

Mr. Pearce moved, seconded by Ms. Myers, to come out of Executive Session.

Mr. N. Jackson moved, seconded by Mr. Pearce, to proceed as discussed in Executive Session. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:42 PM.

Joyce Dickerson, Chair

Bill Malinowski, Vice-Chair

Calvin "Chip" Jackson



Committee Members Present

Joyce Dickerson, Chair
Calvin "Chip" Jackson
Norman Jackson
Gwendolyn Davis
Kennedy
Paul Livingston
Jim Manning
Yvonne McBride
Dalhi Myers
Greg Pearce
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Michelle Onley
Brandon Madden
Larry Smith
Beverly Harris
Kevin Bronson
Sandra Yudice

**Richland County Council
Special Called Meeting
Tuesday, April 13, 2017
Page Two**

Norman Jackson

Gwendolyn Davis Kennedy

Paul Livingston

Jim Manning

Yvonne McBride

Dalhi Myers

Greg Pearce

Seth Rose

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject:

17-002MA
J. Guadalupe Torres
OI to RS-MD (0.34 Acres)
Inland Drive
TMS # 06015-01-20

First Reading: March 28, 2017
Second Reading: April 4, 2017
Third Reading:
Public Hearing: March 28, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 06015-01-20 FROM OI (OFFICE AND INSTITUTIONAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY, MEDIUM DENSITY 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 # 06015-01-20 from OI (Office and Institutional District) zoning to RS-MD (Residential, Single-Family, Medium Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after April 18, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2017
First Reading: March 28, 2017
Second Reading: April 4, 2017
Third Reading: April 18, 2017

Richland County Council Request of Action

Subject:

17-004MA
Fremont Nelson
OI to RM-HD (0.5 Acres)
1646 Horseshoe Drive
TMS # 17012-01-03

First Reading: March 28, 2017
Second Reading: April 4, 2017
Third Reading:
Public Hearing: March 28, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 17012-01-03 FROM OI (OFFICE AND INSTITUTIONAL DISTRICT) TO RM-HD (RESIDENTIAL, MULTI-FAMILY, HIGH DENSITY 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 # 17012-01-03 from OI (Office and Institutional District) zoning to RM-HD (Residential, Multi-Family, High Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after April 18, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2017
First Reading: March 28, 2017
Second Reading: April 4, 2017
Third Reading: April 18, 2017

Richland County Council Request of Action

Subject:

17-005MA
Ryan L. Horton
RU to HI (5 Acres)
Screaming Eagle Rd.
TMS # 31600-02-20

First Reading: March 28, 2017
Second Reading: April 4, 2017
Third Reading:
Public Hearing: March 28, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 31600-02-20 FROM RU (RURAL DISTRICT) TO HI (HEAVY INDUSTRIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 31600-02-20 from RU (Rural 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 April 18, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2017
First Reading: March 28, 2017
Second Reading: April 4, 2017
Third Reading: April 18, 2017

Richland County Council Request of Action

Subject:

An Ordinance Authorizing a deed to Sallie B. W. Roberts for 0.0132± Acres on Cyrus Weston Road, in Richland County, which is a portion of TMS # 32800-01-25 [SECOND READING]

First Reading: April 4, 2017

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-17HR

AN ORDINANCE AUTHORIZING A DEED TO SALLIE BW ROBERTS FOR
.0132± ACRES ON CYRUS WESTON ROAD, IN RICHLAND COUNTY,
WHICH IS A PORTION OF TMS# 32800-01-25.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed for .0132± acres on Cyrus Weston Road to Sallie BW Roberts, which is a portion of TMS# 32800-01-25, as specifically described in the Title to Real Estate, 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 _____.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle Onley
Assistant Clerk of Council

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

Richland County Council Request of Action

Subject:

An Ordinance Authorizing a deed to Vulcan Lands, Inc. for 72± Acres on Caughman Road North, in Richland County, which is a portion of TMS # 06500-01-01 [PAGES]

February 28, 2017 – The committee forwarded this item to Council without a recommendation.

First Reading: March 7, 2017

Second Reading: April 4, 2017

Third Reading:

Public Hearing: April 4, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-17HR

AN ORDINANCE AUTHORIZING A DEED TO VULCAN LANDS, INC. FOR
72± ACRES ON CAUGHMAN ROAD NORTH, IN RICHLAND COUNTY,
WHICH IS A PORTION OF TMS# 06500-01-01.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed for 72± acres on Caughman Road North to Vulcan Lands, Inc., which is a portion of TMS# 06500-01-01, the particular dimensions of which are specifically described in the attached Real Estate Purchase Agreement, 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 _____.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle Onley
Deputy Clerk of Council

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

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made this ____ day of _____, 2016, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "Seller") and VULCAN LANDS, INC., a New Jersey corporation, having an address at 800 Mt. Vernon Highway, Suite 200, Atlanta, Georgia 30328 (the "Purchaser").

WITNESSETH

WHEREAS, Seller is the fee simple owner of record and in fact, legally and beneficially, of certain real property, known as Tax Map Parcel R06500-01-01, containing +/-584 acres of land, being situated on Caughman Road North, in the County of Richland, State of South Carolina; and

WHEREAS, Seller desires to sell a +/-72 acre portion of the said property, as more particularly described in Exhibit A attached hereto, together with any improvements erected or presently located thereon, and any related fixtures or equipment therein and including all right, title and interest of Seller in and to any and all alleys, strips or gores adjoining the said property, and all easements, rights-of-way or other interests in, on, under or to, any land, highway, street, road, right-of-way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the said property or benefitting same, all mineral rights, and all the accessions, appurtenant rights, privileges, and appurtenances otherwise appertaining to or used in connection with the beneficial use and enjoyment of the said property (the "Property"), to Purchaser; and

WHEREAS, Purchaser desires to purchase the Property from Seller, at the price and upon the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending legally to be bound, hereby agree as follows:

1. **Sale and Purchase of Property.** Seller agrees to sell and Purchaser agrees to purchase, at the price and upon the terms and conditions herein set forth, all of the Seller's rights, title and interest in and to the Property. Subject to Seller's obligations, representations, warranties and violations of any government regulations as otherwise defined and provided for herein, Purchaser agrees to accept the physical condition of the Property in its "as is" condition as of the date of this Agreement first hereinabove stated.

2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property to be paid by Purchaser shall be the product obtained by multiplying Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) by the number of acres determined by the Survey, as hereinafter set out at Section 3 of this Agreement. The Purchase Price shall be payable as follows:

(a) **Deposit.** On the Effective Date (as hereinafter defined in Section 10(b)) of this Agreement, Purchaser shall deposit with WCSR TITLE, LLC (the "Escrow Agent") the sum of Ten Thousand and No/100 Dollars (\$10,000.00).

(b) **Escrow Agent's Instructions.** The deposit and all accrued interest thereon, shall collectively hereinafter be referred to as the "Deposit" and shall be held and disbursed by the Escrow Agent pursuant to the terms of this Agreement. The Deposit shall be held by the Escrow Agent and shall be invested in a federally insured interest bearing bank account, government bonds or notes or certificates of deposit. Escrow Agent shall give Seller written notice of the receipt by the Escrow Agent of all monies deposited by Purchaser hereunder. Simultaneously with and not more than five (5) days following settlement under the

Agreement, Escrow Agent shall return the Deposit to the Purchaser, if the Deposit has not been applied to the Purchase Price at settlement.

(c) **Payment at Settlement.** At settlement Purchaser shall deliver to Seller the Purchase Price in cash, or wire transfer of funds, with credit for any Escrow Deposit, which shall be paid to Seller at settlement.

3. **Purchaser's Study Period.** For the period commencing on the Effective Date, as defined hereafter, and ~~ending ninety (90) days thereafter running through December 31, 2016~~ (the "Study Period"), Purchaser, at its expense, shall have the right to make test borings, geological studies and sampling, surveys, engineering studies, environmental integrity assessments, and any other desired pre-development investigations concerning the Property. During the Study Period, Seller will give Purchaser, its architects, engineers, and other consultants or representatives, full access to the Property during normal business hours, and as often as may be requested for such purposes and studies.

In addition, Seller agrees to furnish to Purchaser any information concerning the Property which Purchaser shall reasonably request and which is reasonably available to Seller, including but not limited to, existing title policy or reports, survey, engineering, environmental or development studies. Seller hereby authorizes Purchaser and Purchaser's designees to consult with all appropriate governmental agencies concerning the Property.

Prior to the expiration of the Study Period, in the event that the test borings, geological samples, survey, engineering studies, environmental assessments, or other pre-development investigations are not satisfactory to Purchaser, in Purchaser's sole and absolute discretion, Purchaser may elect to terminate this Agreement by giving written notice to Seller, in which event Escrow Agent shall promptly return the Deposit to Purchaser. NOTWITHSTANDING

THE FOREGOING, IN THE EVENT PURCHASER DOES NOT CONFIRM IN WRITING, PRIOR TO THE END OF THE STUDY PERIOD, ITS INTENT TO CLOSE THE TRANSACTION, PURCHASER WILL BE DEEMED TO HAVE ELECTED NOT TO PURCHASE THE PROPERTY AND SHALL RECEIVE A RETURN OF THE DEPOSIT.

4. **Title; Survey.** At settlement, Seller shall convey to Purchaser fee simple title to the Property, including any personal property being sold therewith, in good, indefeasible and marketable condition, of record and in fact, and fully insurable under a full coverage owner's title insurance policy at standard rates, free and clear of all deeds of trust, mortgage pledges, liens, conditional sales, encumbrances, leases, tenancies, licenses, security interests, covenants, preferences, conditions, restrictions, rights-of-way, easements, encroachments, or other matters of any nature affecting title (all of such matters being hereinafter called "Defects").

Within sixty (60) days after the Effective Date of this Agreement (the "Title Examination Period"), Purchaser agrees to order, at its expense, a title examination, a title binder and a commitment to issue title insurance, of the Property. Purchaser shall promptly thereafter provide to Seller a copy of the binder and commitment identifying the Defects which must be removed by the date of settlement hereunder. Seller shall promptly proceed to cure and remove the Defects noted.

In the event Seller is not able to remove or cure the Defects noted by Purchaser's binder and commitment by the date of settlement, and thus Seller is not able to perform in accordance with its obligations hereunder, Purchaser may at its sole option elect (a) to proceed to settlement hereunder taking title to the Property subject to the Defects that Seller has not been able to remove or cure, or (b) to proceed in accordance with Purchaser's remedies in the event of Seller's default as hereinafter provided.

Notwithstanding the foregoing, if in Purchaser's sole and absolute opinion some or all of the Defects are not readily subject to cure or removed by Seller by the date of settlement, Purchaser may terminate this Agreement by written notice to Seller, in which event the Escrow Agent shall promptly return the Deposit to Purchaser and this Agreement shall become null and void, each party having no further obligation to the other, but for the return of the Deposit.

Further notwithstanding the foregoing, in the event there are additional Defects in and to title that were not reflected in said title binder, Seller must promptly take action to remove and cure such Defects, at its own cost and expense, provided that where Seller did not know about such additional Defects, Seller may not be required to spend more than Ten Thousand Dollars (\$10,000.00) to remove and cure such additional Defects. Upon the written consent of Purchaser, the time herein specified for full settlement will be extended for a period necessary for such prompt action, said period being extended for not in excess of ninety (90) days.

Prior to settlement, Purchaser shall at Purchaser's expense cause an accurate survey (the "Survey") to be made of the Property by a reputable surveyor registered as such under the laws of the State of South Carolina. The plat of such survey shall show the acreage of the Property computed to the nearest one-hundredth of an acre. Upon completion of said plat, Purchaser shall promptly furnish Seller with a copy thereof for Seller's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Seller shall notify Purchaser within five (5) business days of its receipt of Purchaser's survey if Seller has any objections to Purchaser's survey. If Seller does not so notify Purchaser, Seller will be deemed to have approved Purchaser's survey. If Seller does notify Purchaser, within such five (5) business day period, of objections to Seller's survey, Seller and Purchaser will meet promptly (accompanied by their respective surveyors) and attempt to resolve Seller's survey objections. If the parties are

unable to resolve the objections within thirty (30) days of Seller's notice, the parties will ask their respective surveyors to select an independent, unrelated surveyor to perform a survey of the Property.

The survey prepared by Purchaser's surveyor (if Seller does not submit a timely objection or if Seller does submit a timely objection and the parties reach agreement on how to revise that survey) or the survey prepared by the mutually selected third surveyor (if Seller and Purchaser are unable to resolve Seller's objections) shall conclusively determine as between Purchaser and Seller the final acreage to be conveyed hereunder and Seller's conveyance to Purchaser shall be drawn in accordance with the Survey.

5. **Agreements Affecting Property.** From and after the date of this Agreement as first hereinabove fixed, Seller shall not enter into any lease, contract or agreement with any person or party, including any government authority or quasi-government authority, concerning or affecting the Property, without the specific written consent of Purchaser which consent may be withheld for any reason.

6. **Compliance with Government Regulations.** From and after the date of this Agreement as first hereinabove fixed, Seller shall promptly forward to Purchaser a copy of each and every notice of violation or non-compliance with any law, ordinance or regulation of Richland County, the state or the federal government. Purchaser will have the option, within a reasonable period of time following receipt of such notice by Purchaser, either to proceed to settlement or to terminate this Agreement, unless Seller notifies Purchaser that it will correct the violation. In the event Seller fails to correct such violation and provide Purchaser satisfactory evidence of such correction prior to closing, Purchaser's option to proceed to settlement or terminate this Agreement shall remain in effect.

7. **Settlement.**

(a) **Time and Place.** Seller and Purchaser shall make full settlement hereunder in accordance with the provisions of this Agreement at the offices of the Escrow Agent or the offices of Purchaser's legal counsel. Settlement shall occur on a date to be selected by Purchaser, upon no less than ten (10) days prior written notice to Seller. Settlement shall occur no later than thirty (30) days following the expiration of the Study Period January 31, 2017, unless extended per the terms of this Agreement or agreement of the parties.

(b) **Adjustments.** The following items shall be apportioned between Seller and Purchaser as of the date of settlement:

(1) Real estate taxes, if any, for the tax year in which settlement is held (with such real estate taxes to be adjusted according to the certificate of taxes issued by the appropriate authorities of the County of Richland or other acceptable evidence); but assessments for improvements, if any, completed prior to the date of settlement, whether assessment therefor has been levied or not, shall be paid by Seller or allowance made therefor at the time of settlement.

(2) Utilities shall be read on the date of settlement and the bills to such date shall be paid by Seller.

(c) **Settlement Charges.** Seller shall pay all applicable state and local grantor's taxes; Purchaser shall pay all applicable state and local grantee's taxes and applicable transfer fees. Seller shall also pay the costs for preparation of the deed, any certificate of taxes, any release fees and other costs and expenses arising from removal of Defects, its counsel's fees, and a fee for filing an information return with the United States Internal Revenue Service in

accordance with applicable codes and regulations. Purchaser shall pay all other costs and expenses attendant to settlement hereunder, including, without limitation, title insurance premiums, fees related to title examination and issuance of the binder and commitment, costs and expenses of pre-development investigations, and notary fees.

(d) **Seller's Obligations**. At settlement hereunder, Seller shall deliver (i) a good and sufficient general warranty deed, in recordable form acceptable to Purchaser (attached hereto as Exhibit B), duly executed and acknowledged by Seller (and by any other persons required by Purchaser's title insurer) conveying title to the Property to Purchaser or its designee; (ii) an assignment of any lease(s) to the Property (if any) accepted by Purchaser, as herein otherwise provided for, in a form acceptable to Purchaser, containing a provision whereby Seller remains responsible for and indemnifies Purchaser against all obligations under the accepted lease(s) on and before the date of settlement hereunder; (iii) such affidavits, documents or other evidence as identified in the title binder as may be required by Purchaser and Purchaser's title company reflecting (a) satisfaction of requirements of Purchaser's title company as identified in the title binder, and (b) removal or satisfaction of Defects; and (iv) an affidavit representing and warranting that Seller is a non-foreign seller pursuant to applicable codes and regulations of the United States Internal Revenue Service. Prior to settlement, to the extent reasonable, including but not limited to, execution of all necessary documents and payment of minimal fees for copying and delivery.

Title to the Property is to be conveyed in the name of the Purchaser (or, in the name of the Purchaser's assignee pursuant to the operation of Section 10(g) hereto), it being understood that, in the event of any such assignment, all references to "Purchaser" herein shall become and be referenced to such assignee, as applicable.

(e) **Purchaser's Obligations.** At settlement hereunder, Purchaser shall deliver the Purchase Price specified in Section 2 hereof for payment to Seller. In addition, Purchaser shall execute or have executed such documents as are required to be executed by Purchaser pursuant to the terms hereof, and shall provide such documents and shall sign such affidavits or other documents as reasonably required by Seller and Purchaser's title company related to conveyance of title to the Property in the condition required by this Agreement.

(f) **Seller's Default.** If Seller shall fail to perform its obligations hereunder to make full settlement on the date of settlement in accordance with the terms hereof, Escrow Agent shall be required to return the Deposit to Purchaser and Purchaser may avail itself of any legal or equitable rights (including, without limitation, the right of specific performance) which Purchaser may have at law or in equity or under this Agreement.

(g) **Purchaser's Default.** If Purchaser shall be obligated to proceed to settlement under the provisions of this Agreement and shall fail to do so, the Escrow Agent is authorized and directed to pay the Deposit to Seller as liquidated damages, whereupon this Agreement shall terminate and the parties hereto shall be released from any further liability or obligation to each other, it being expressly understood that Seller's entitlement to the Deposit shall be the sole and exclusive right and remedy of Seller.

(h) **Tender of Performance.** It shall be a good and sufficient tender of performance of the terms hereof if the responsible parties shall have deposited with the Escrow Agent evidentiary documentation and fully executed original of the deed and of the other documents required to be executed by the terms of this Agreement, and Purchaser shall have delivered to the Escrow Agent the Purchase Price in the form or forms provided for in this Agreement.

8. **Representations and Warranties of Seller.** Each of the following representations and warranties is true and correct as of the date of this Agreement as hereinabove set forth and shall be true and correct on the date of settlement:

(a) **No Material Omissions.** Neither this Agreement nor any other certificate, statement, document or other information furnished, or to be furnished, to Purchaser, by or on behalf of Seller, pursuant to or in connection with the transaction contemplated by this Agreement, contains or will contain any misstatement of a material fact, or omits or will omit to state a material fact necessary in order to make the representations and warranties and other statements herein or therein contained not misleading, in the circumstances in which made.

(b) **Title.** Seller is the owner of record and in fact of the Property, and is the owner, both legally and beneficially, of all estates and interests in the Property. Seller has the right and authority to sell the Property without the agreement of any other person. The individual executing this Agreement on behalf of Seller has full, legal authority to bind Seller to this Agreement without the approval of any other person or entity.

(c) **Claims.** All bills and claims for labor performed and materials furnished to or for the benefit of the Property during the period preceding the date of settlement have been (or will prior to settlement be) paid in full. There are no mechanics' liens (whether or not perfected) on or affecting the Property.

(d) **Agreements.** The Property will be delivered free of any service or other continuing contractual obligations, other than the Long Term Soils Agreement, attached hereto as Exhibit C, which shall be executed by the parties at settlement as a part of the consideration hereunder, and except such assignable agreements as Purchaser, in its discretion, elects to assume.

(e) **Compliance With Governmental Regulations.** Seller has complied with all applicable laws, ordinances and regulations of local, state and the Federal governments affecting the Property and the Property shall be conveyed at settlement free of any violations thereof.

(f) **Compliance with Easements, Restrictive Covenants and Rights of Way.** Seller has complied with all the obligations and conditions of any easement, restrictive covenant and right of way binding the Property.

(g) **Condemnation.** Seller has not received any notice of, nor has any knowledge of, condemnation or eminent domain proceedings having been commenced against the Property or any part thereof. Seller has not entered into any agreement with any governmental or quasi-governmental authority relating to the Property or any part thereof.

(h) **Historic Landmarks and District.** The Property is not a designated historic landmark nor is Property located within a recognized historic district.

(i) **Non-Foreign Seller.** For the purposes of Sections 1445 and 7701 of the Internal Revenue Code of 1986, Seller is not a foreign person.

(j) **Hazardous Materials.** No toxic materials, hazardous waste, or hazardous substance (as the terms are defined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Sec. 6901 et, seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601 et, seq.)) and also including, without limitation, any oils, petroleum-derived compounds or pesticides (hereinafter referred to as the "Hazardous Material") are located on or about the Property. To the best of Seller's knowledge, the Property does not contain any underground tanks for the storage or disposal of Hazardous Materials. Further, to the best of Seller's knowledge, (i) the Property has

not been previously used for the storage, manufacture or disposal of Hazardous Materials, (ii) no complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions, and Hazardous Materials, if any, or any other environmental, health, or safety matters affecting the Property, or any portion thereof, from any person, government or entity, has been issued to Seller, and (iii) Seller has complied with all federal, state and local environmental laws and regulations affecting the Property.

(k) **Subdivision**. The Property has been, or will be, subdivided by Seller, at Seller's expense, prior to settlement, if required in accordance with the applicable ordinances and regulations of the County of Richland, and the laws of the State of South Carolina, and does not constitute a portion only of any such approved subdivision

9. **Condemnation**. Notwithstanding the foregoing, in the event condemnation or eminent domain proceedings (or private purchase in lieu thereof) shall be commenced by any public or quasi-public authority having jurisdiction against all or any part of the Property, then Seller shall promptly notify Purchaser. Purchaser may, at its option, by giving written notice to Seller within thirty (30) days after receipt of notice from Seller of condemnation proceedings, terminate this Agreement. In such event, Purchaser shall be entitled to the return of the Deposit, and thereafter neither Purchaser nor Seller shall have any liability to the other hereunder.

In the event Purchaser does not elect to terminate this Agreement notwithstanding the commencement of condemnation proceedings, then the condemnation award shall be distributed first to Seller, to a maximum of the Purchase Price, with any balance to be distributed to Purchaser. If Seller receives any condemnation award for any portion of the Property, the Purchase Price hereunder shall be reduced by the same amount. In the event Purchaser elects to contest the condemnation and/or the amount of the condemnation award, Purchaser shall so

notify Seller by giving written notice to Seller within thirty (30) days after receipt from Seller of notice of the condemnation proceedings, and thereafter, Purchaser, at its expense, will join Seller to contest the condemnation and/or the condemnation award.

In the event that Purchaser elects not to terminate this Agreement, Seller shall not adjust or settle any condemnation awards whatsoever without the prior written approval of Purchaser. Purchaser and its counsel shall have the right (including prior to the date of settlement) to participate in all negotiations relating to any such condemnation awards, and in the event that any litigation arises as a result of any such condemnation, as the case may be, Purchaser may participate in and direct the course of any such litigation, at Purchaser's expense.

10. **Other Provisions.**

(a) **Brokers/Brokerage Commission.** Seller and Purchaser each represent and warrant to the other that they have not authorized any broker, agent or finder to act on their behalf nor do they have any knowledge of any broker, agent or finder purporting to act on their behalf in respect of this transaction.

(b) **Effective Date.** This Agreement shall be effective as of the last date upon which the parties hereto, excluding the Escrow Agent, have executed this Agreement, as demonstrated by the date beside the signatures on the signature page (the "Effective Date").

(c) **Notices.** Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if delivered in person, by overnight courier delivery, or by registered or certified mail, return receipt requested and first class postage prepaid, as follows:

If to Seller:

Richland County, South Carolina

Columbia, SC

Attn: _____

If to Purchaser:

Vulcan Lands, Inc.
800 Mt. Vernon Highway
Suite 200
Atlanta, GA 30328
Attn: President

With copy to:

Carolyn Wilson
Womble Carlyle Sandridge & Rice, LLP
271 17th Street
Suite 2400
Atlanta, GA 30363-1017

or to such other address as either party may furnish to the other by notice. Notice shall be deemed effective when received.

(d) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

(e) **Escrow Agent.** The term "Escrow Agent" as defined in Section 2(a) of this Agreement, shall be deemed to include any agent of the Fidelity National Title Insurance Group. Purchaser and Seller agree that Escrow Agent assumes no responsibility for the performance of this Agreement by the parties hereto, and shall only be liable for the application of the Deposit, recordation of documents, and disbursement of settlement proceeds in accordance with the terms hereof.

(f) **Headings.** The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(g) **Assignment.** This Agreement shall be freely assignable by Purchaser to an entity related to Purchaser, but may not be assigned by Seller.

(h) **Counterpart Copies.** This Agreement may be executed in two or more, counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

(i) **Survival of Provisions.** The provisions of this Agreement and the representations and warranties herein shall survive settlement hereunder and the execution and delivery of the deed of conveyance of the Property, and shall not be merged therein.

(j) **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, heirs, executors, administrators, successors and permitted assigns.

(k) **Waiver of Jury Trial.** The parties hereto hereby waive the right to trial by jury.

(l) **Time.** Time shall be, and is, of the essence with respect to all time periods contained in or referenced by this Agreement.

(m) **Dates.** If the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a business day, the date for the performance of any such act shall be extended to the next succeeding business day. As used herein, a business day shall mean any day which is not a Saturday, Sunday or federal or (State) holiday. Any

calculation of dates under this Agreement that do not specifically refer to “business days” shall mean “calendar days”, unless otherwise specified herein.

(n) **Waiver**. Failure by Purchaser or Seller to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof.

(o) **Tax Free Exchange**. Purchaser may, at its sole option, seek to acquire the Property from Seller as a part of an exchange for like-kind property (a so-called "tax-free exchange") qualifying for tax-free treatment pursuant to U.S. Revenue Code § 1031. Seller agrees, in any such event, to cooperate with Purchaser in completing this transaction as a qualifying like-kind exchange (whether through a trust, partnership, use of a qualifying intermediary or other means as determined by Purchaser) and to execute any reasonable documentation in connection with such qualifying like-kind exchange which is requested by Purchaser so long as (i) the Purchase Price to be paid and all costs to be incurred by Seller remain the same under this Agreement, (ii) Purchaser bears all transaction costs attributable to the execution and effectuation of such qualifying like-kind exchange, and (iii) Seller does not assume any increased liability as a result of such cooperation and/or the execution of any requested documentation. Seller acknowledges that Purchaser may assign its rights under this Agreement to a third party (including its right to take title to the Property) in order to effectuate such qualifying like-kind exchange.

(p) **Subject to Council Approval**. This Contract is subject to approval by the Richland County Council. Notwithstanding any provision of this Agreement, this contract is not final until the Richland County Council has enacted an ordinance (three readings and a public hearing) approving the sale of the subject Property to Purchaser, and the time for reconsideration of such ordinance has elapsed.

(pq) **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property, and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller, and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. This Agreement has been negotiated between the parties with the full and fair opportunity on the part of each party to consult with legal counsel. As such, for construction purposes, this Agreement shall not be deemed the drafting of any one party.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal on the day and year set forth below.

SELLER:

RICHLAND COUNTY, SOUTH CAROLINA

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

PURCHASER:

VULCAN LANDS, INC.,
a New Jersey corporation

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

Acknowledgement and Acceptance
of Escrow Agent Responsibilities

ESCROW AGENT:

WCSR TITLE, LLC

By: _____
Name: _____
Title: _____

Date: _____

EXHIBITS

- A – Description of Property
- B - Form of Deed
- C - Long Term Soils Agreement

EXHIBIT A

PROPERTY DESCRIPTION

All of that tract or parcel of land being approximately 72.00 acres, and located west of Monticello Road, east of the Broad River, on Caughman Road North in Richland County, South Carolina. The said property being a portion of Tax Parcel R06500-01-01 on the Richland County Tax Map, and as depicted on the aerial attached hereafter as Exhibit A-2.

EXHIBIT B

FORM OF DEED

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made as of the ____ day of _____,
201_6, by and between _____, a _____ (the “Seller”), as
Grantor, and VULCAN LANDS, INC., a New Jersey corporation, whose address for indexing
purposes is c/o Vulcan Materials Company, _____, as
Grantee.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the Grantor does hereby grant and convey with GENERAL WARRANTY, unto
the Grantee, all of the property located in Richland County, South Carolina, as more particularly
described on Exhibit A attached hereto (the “Property”).

This conveyance is made subject to easements, conditions, reservations and restrictions
of record insofar as they may lawfully affect the Property.

[SIGNATURE PAGE FOLLOWS - TO BE ATTACHED]

GRANTOR:

a _____

By: _____ (SEAL)

Name: _____

Title: _____

Dated: _____

STATE OF _____)
) ss:
COUNTY/CITY OF _____)

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of (NAME OF SELLER), a _____, personally appeared before me and acknowledged the same to be the act and deed of _____.

GIVEN under my hand and seal this _____ day of _____, 201_6.

Notary Public
Commission Expires: _____

EXHIBIT A to DEED
PROPERTY DESCRIPTION

The fee simple interest in the following described parcel of real property (“Property”)

[metes and bounds legal description from Survey to be inserted]

EXHIBIT C

LONG TERM SOILS AGREEMENT

THIS LONG TERM SOILS AGREEMENT (this “Agreement”) made this ____ day of _____, 201, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, hereinafter referred to as "County", and **VULCAN CONSTRUCTION MATERIALS, LLC**, a Delaware limited liability company, by and through its Southeast Division, hereinafter referred to as "Vulcan".

WHEREAS, Vulcan is a producer of construction aggregates, and has a quarry operation in Richland County, South Carolina, known as the Vulcan Dreyfus Quarry (the "Quarry"); and,

WHEREAS, County has on this date sold to Vulcan’s affiliate, Vulcan Lands, Inc., a +/- 72 acre tract on Caughman Road North, adjacent to the Quarry, for use in Vulcan’s mining operations (the “Property”);

WHEREAS, Vulcan, as part of said mining operations on, and planned for, the Property, will have quantities of overburden materials, a mixture of dirt, clay, sand and rock (“Soils”), available for removal from time to time; and

WHEREAS, County has periodic need for quantities of such Soils as it is available from the Property and desires to retain access to a supply of such Soils, subject to Vulcan’s mining operations and plans for use of the Property, the requirements of its DHEC Mining Permit, and all other local, state and federal rules and regulations governing such mining operations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. County shall retain a first right of refusal as to all available Soils on the Property. County agrees to use any Soils exclusively for County’s construction projects at the adjacent

Landfill, and shall not seek compensation for excavating such Soils, unless agreed to in writing by Vulcan in Vulcan's sole discretion.

2. County shall have the right to load and remove the Soils in any reasonable manner, in areas designated by Vulcan, from time to time, to be consistent with Vulcan's ongoing operations on the Property.

3. On 14 days' prior notice, Vulcan agrees to grant access to County, or County's designated agent, to excavate and remove any amount of Soils within the designated area.

4. Vulcan shall maintain an NPDES permit for discharges associated with the Property to encompass any excavation activities conducted by County. County shall be responsible for meeting all relevant Best Management Practices, required under the said NPDES permit, relative to any excavation activities conducted by County. The permit application for the borrow pit will be submitted to DHEC within three (3) months following the date hereof. The permit application approval timeframe will be determined by DHEC.

5. When Vulcan determines, in its sole discretion, that it is necessary for it, or an agent, to excavate and remove Soils from the Property as part of its mining operations, County may request that such Soils be delivered to a location within its adjacent Richland County Landfill property. Vulcan shall deliver such Soils at Vulcan's expense. If Seller does not so request, then County waives any interest in such Soils and Vulcan shall be free to dispose of such Soils in any manner it chooses.

6. County has no obligation to take such Soils, and Vulcan has no obligation to stockpile the Soils, in whole or in part, on the Property for the benefit of County.

7. Whether Vulcan is actively undertaking loading and removal operations on the Property, as part of its mining operations, or when County is doing its own loading and removal,

County has the sole responsibility for inspecting the designated areas for excavation, to decide whether County is interested in the types and characteristics of Soil content available, and decide whether it wishes to exercise its first right of refusal.

8. Whenever there are no further Soils available for removal from the Property, under the approved requirements of Vulcan's DHEC mining permit and plan for the Property, then Vulcan shall have the right to terminate this Agreement on 90 days' prior written notice to County. The DHEC mining permit includes requirements for berms, slopes, setbacks and depth of pit, which will all determine the amount of Soils available for disposal or other use.

9. All excavation, loading and removal activities by County, or its agents, on the Property shall be solely at County's risk and liability and shall be performed in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders and requirements, including, without limitation, all environmental laws and regulations and all applicable MSHA requirements. Without limiting the generality of the foregoing, County represents and warrants that County and its agents which will be granted access to the Property have received such training for the excavation, loading and removal activities contemplated hereunder as is required by the Mine Safety and Health Administration (MSHA) or its successors and by all applicable state agencies, including, but not limited to, comprehensive miner training and task training. County covenants that County and its agents will receive any and all required hazard training appropriate for the Quarry. County further covenants to follow Vulcan's safety rules and to maintain its own safety and health program for County's agents sufficient to prevent injury to such persons resulting from their respective activities on the Property.

10. County shall maintain during the term of this Agreement a self-funded liability account in an amount sufficient to meet the requirements of the South Carolina Tort Claims Act, and shall maintain during the term of this Agreement such Statutory Workers' Compensation Insurance coverage as is required in the State of South Carolina. On the date hereof, County and

shall furnish Vulcan with the insurance certificate evidencing same. County, on behalf of itself and its agents, successors and assigns (collectively, the "County Parties"), hereby expressly releases and forever discharges Vulcan and its affiliates and their respective agents (collectively, the "Vulcan Parties") from any and all claims, lawsuits, liabilities, obligations, penalties, causes of action, suits in equity or claims for relief of whatever kind or nature, whether known or unknown, that any of the County Parties may have or which may hereafter be asserted or accrued against any of the Vulcan Parties by any of the County Parties, in any way resulting from or relating to the Property or any of the excavation, loading and removal activities by County or its agents thereon, except to the extent of the gross negligence or willful misconduct of Vulcan or its agents~~To the fullest extent permitted by applicable law, County shall, except in the case of the negligence or willful misconduct of Vulcan, its officers, employees or agents (collectively, the "Vulcan Parties"), release and hold harmless the Vulcan Parties from and against any and all liability for losses, claims, demands, liabilities, damages, assessable payments, excise taxes, suits or judgments and any payments made in settlement thereof, including, without limitation, payment of attorneys' fees and expenses, to the extent the same arise from injuries or damages alleged or sustained: (a) by County, its employees, contractors or other agents (collectively, the "County Parties") arising out of, attributable to or resulting from (i) any conditions in or about the Property or the general Quarry premises or any portion thereof, or (ii) the use or occupancy of the Property or the general Quarry premises or any portion thereof by any of the County Parties; or (b) by any of the Vulcan Parties or any third party arising out of, attributable to or resulting from any act or omission of any of the County Parties in connection with the performance of any of the excavation, loading or removal activities contemplated hereunder.~~

In the event County utilizes the services of a contractor or contractors to perform any of the excavation, loading or removal activities contemplated hereunder, County shall cause each such contractor to execute and deliver to Vulcan, Vulcan's customary Insurance, Indemnification and Release Agreement, and to furnish Vulcan with the insurance certificate, or certificates, set out and required therein, prior to each such contractor's entry upon the Property or the general Quarry premises.

11. Vulcan makes no warranty or representation of any kind, express or implied, as to the quality of the Soils, which County takes "IN PLACE" and "AS IS". **VULCAN ALSO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

12. County's status under this Agreement is that of an independent contractor, and County is solely responsible for all costs and liabilities incurred by County in the performance of this Agreement, including, but not limited to, wages, salaries, workers compensation, insurance, equipment repair, equipment maintenance, fuel and utilities, and compliance with all motor vehicle rules and regulations, including gross truck weights. The County has workers' compensation coverage with the South Carolina Counties Workers Compensation Trust, and a certificate of insurance shall be sent to Vulcan evidencing such statutory coverage thereunder.

13. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and into which all prior negotiations, commitments, representations and undertakings of the parties are merged. Except as herein provided there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof.

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired in any way.

This Agreement shall be deemed to be made under, and shall be construed in accordance with, and governed by, the laws of the State of South Carolina.

No modification or amendment of this Agreement shall be effective, unless in writing and signed by the parties hereto.

County may not assign, in whole or in part, this Agreement or any rights or obligations hereunder, without the prior written consent of Vulcan, which may be withheld or conditioned in Vulcan's sole discretion. Any attempted assignment in violation of this section shall be void.

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

This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original.

This Agreement has been negotiated between the parties with the full and fair opportunity on the part of each party to consult with legal counsel. As such, for construction purposes, this Agreement shall not be deemed the drafting of any one party.

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

County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

Vulcan:

**VULCAN CONSTRUCTION
MATERIALS, LLC**
Southeast Division

By: _____

By: : _____

Its: _____

Its: : _____

List of Property Owners within .5 miles of the Property being sold

Parcel Number	Address	Owner	House
R06600-02-12	115 Tims Road	Mt. Pleasant UMC	Yes
R06600-02-13	124 Tims Road	William P Vinson, Jr	Yes
R06600-02-14	W/S Monticello Road	Dorothy Vinson	No
R06600-02-02	W/S Monticello Road	Dorothy Vinson	No
R06600-02-11	W/S Monticello Road	William P Vinson, Jr	No
R06600-02-10	W of Monticello Road	Central Electric Power	No
R06600-02-09	W/S Monticello Road	William P Vinson, Jr	No
R08000-02-01	9160 Monticello Road	Benedict College	Yes
R08000-01-11	9101 Monticello Road	Donn & Agnes Hammer	Yes
R08000-01-10	9121 Monticello Road	Barry Steven Hammer	Yes
R08000-05-01	W/S Monticello Road	Dorothy Stevens	No
R07900-01-01	9051 Monticello Road	Indigo Associates, LLC	No
R08000-04-16	E/S Monticello Road	William Keenan Trustee	Yes
R08000-04-25	E/S Monticello Road	City of Columbia	No
R08000-04-35	138 Taylor Chapel Rd	Donn & Agnes Hammer	No
R08000-04-41	146 Taylor Chapel Rd	Pauline Shaw	No
R08000-04-36	152 Taylor Chapel Road	Sam Dickerson	No
R08000-04-46	200 Taylor Chapel Road	Leon & Gertrude Williams	Yes
R08000-04-37	156 Taylor Chapel Road	Opted Out	Yes
R08000-04-42	E/S Monticello Road	Angela Scipio	No
R08000-04-50	212 Taylor Chapel Road	Tillman Burton	No
R08000-02-21	201 Taylor Chapel Road	Carolyn Lowman	No
R08000-02-22	137 Taylor Chapel Road	Richard & Diane Gunderson	Yes
R08000-02-23	1032 Willie McCants Rd	Paul Rivers	No
R08000-02-14	Monticello Road	Mark & Brenda Adams	No
R08000-02-14	1023 Willie McCants Rd	Joseph & Susanna Letexier	Yes
R08000-02-20	1031 Monticello Road	Adam McCants	Yes
R08000-02-19	N/S Monticello Road	Alvin Gray etal.	Yes
R08000-02-18	9152 Monticello Road	Carol Scott	Yes
R08000-02-03	N/S Taylor Chapel Rd	Jerry Thompson	No
R08000-02-02	149 Romeo Johnson Rd	Frederick Burrell	Yes
R06600-03-08	9188 Monticello Road	William Davis	Yes
R06600-03-05	9230 Monticello Road	Paul Rivers	No
R06600-03-07	9180 Monticello Road	William Davis	No
R06600-03-10	E/S Monticello Road	Paul Rivers	No
R06600-03-09	215 Monticello Road	Judith & Ethel Day	No
R06600-02-08	W/S Monticello Road	William Vinson Jr.	No
R06600-02-27	W/S Monticello Road	William & Harold Davis	No
R06600-02-28	W/S Monticello Road	William & Harold Davis	No
R06600-02-29	W/S Monticello Road	William Harold Davis	No
R06600-02-30	W/S Monticello Road	William H Davis	No
R06600-02-32	9241 Monticello Road	William Harold Davis	Yes
R06600-02-31	147 Nipper Creek Road	William & Vivian Davis	Yes

R06600-02-40	155 Nipper Creek Road	William Davis et al.	No`
R06600-02-06	139 Nipper Creek Road	Soporia Davis	Yes
R06600-02-37	142 Nipper Creek Road	Frederick Burrell	Yes
R06600-02-04	9301 Monticello Road	Lawrence Burrell	Yes
R06600-02-05	9251 Monticello Road	Verne Lee & Julia Hatten	Yes
R06500-01-04A	W/S Monticello Road	Indigo Associates	No
R06500-01-10	Landfill Road	SC Wildlife & Marine Resources	No
R06500-01-03	1201 Caughman Rd N	Jesse Reese III et al. (Vulcan)	No

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl

First Reading: April 4, 2017

Second Reading:

Third Reading:

Public Hearing:



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Companion Document

Item: Ordinance amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl.

Below are the questions raised by County Council at its April 4, 2017 meeting relative to its review of the Ordinance amending the Richland County Code of Ordinances. This companion document provides responses to those questions.

Council Question (Q) & Staff Answer (A):

1. **[Vice – Chair Malinowski] Q:** Inquired as to the definition of Animalia.

A: Animalia is defined as the classification kingdom of living organisms that is comprised of all multicellular animals*.

However, historically this has never been an issue of enforcement with the ordinance.

**As defined by the Oxford Dictionary*

2. **[Vice – Chair Malinowski] Q:** Inquired as to the definition of provocation.

A: For the purposes of this ordinance, provocation shall mean any act done towards an animal that a reasonable person would expect to enrage such an animal to the extent that the animal would be likely to bite or attack, including, but not limited to, teasing, harassing, beating, torturing, injuring, or intentionally causing pain to an animal.

Where an animal is attacked on its owner's property by another animal off its owner's property, the attack will be presumed unprovoked, absent clear evidence to the contrary.

Provocation does not include any actions on the part of an individual that pertain to reasonable efforts of self-defense or defense of others.

This definition has been added to the ordinance.

3. **[Vice – Chair Malinowski] Q:** Inquired about the specification of “additional penalties” for failure to apply for a Commercial Pet Breeder License before a litter has been delivered.

A: Additional penalties refer to the possibility of multiple citations being issued as a result of having a delivered litter without applying for a license.

The sentence referencing to additional penalties has been removed as it is reasonable to assume that an ongoing failure to comply with any part of the ordinance could result in additional penalties.

4. **[Vice – Chair Malinowski] Q:** Inquired as to what proper documentation for a nationally registered hunting dog would be.

A: Proper documentation is referring to a registration form from a nationally recognized hunt club. Generally, if the registration is from an established hunt club and documents its hosting of hunting tests and/or field trials, it will be accepted. However, this type of documentation has been difficult for dog owners to produce.

5. **[Vice – Chair Malinowski] Q:** Inquired as to whether the ordinance speaks of business days or calendar days.

A: In instances in the ordinance where counted days are stated, it is referring to business days. Changes have been made to reflect this in the ordinance.

6. **[Councilwoman- McBride] Q:** Inquired as to whether there was data pertaining to different neighborhoods.

A: Animals picked up are entered into the County's database with their location and zip code but not neighborhood. However, the County's data tracking program does not allow the generation of reports of animals picked up and sorted by location. Cats picked up per zip code could be determined by having a staff member analyze the actual reports, which staff can begin doing.

7. **[Councilwoman- Kennedy] Q:** Inquired as to the added costs of implementing the Community Cat Program.

A: At this time there would be no added direct costs associated with the Community Cat Program. The City will absorb the costs of all the spay/neuter medical procedures. Additionally, as with the current contractual agreement, there will be no additional holding days charged to the County for feral cats.

However, if the County decides not to implement the program there would be additional costs associated with finding and utilizing an alternative entity to euthanize feral cats. The reason being is that the City of Columbia has already approved the Community Cat Program for their jurisdiction and will therefore cease to euthanize healthy feral cats at their shelter in the near future.

8. **[Councilwoman- Kennedy] Q:** Inquired about alternatives to the proposed Community Cat Program.

A: The Community Cat Diversion Program is being considered as an alternative to euthanasia. At this time, staff is unaware of any feasible alternatives that would allow for the relocation of the sterilized feral cats to new areas. The established standard for this type of program advocates against the introduction of cats to new locations.

9. **[Councilman- Jackson] Q:** Inquired about the number of cats picked up by the department on an annual basis.

A: The following stats represent the number of cats picked up for the past five fiscal years:
FY11-12 – 2,101 cats; FY12-13 – 2,172; cats; FY13-14 – 2,249 cats; FY14-15 – 2,026 cats; FY16-15
– 1,929 cats.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 5, ANIMALS AND FOWL.

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 Richland County Code of Ordinances; Chapter 5, Animals and Fowl, is hereby amended by the deletion of the language contained therein and the substitution of the following language:

CHAPTER 5: ANIMALS AND FOWL

Sec. 5-1. Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Abandon shall mean to desert, forsake, or intend to give up absolutely an animal without securing another owner.

Abuse shall mean the act of any person who deprives any animal of necessary sustenance or shelter, or inflicts unnecessary pain or suffering upon any animal, or causes these things to be done.

Animal shall mean, in addition to dog and cat, any organism of the kingdom of Animalia, other than a human being.

Animal Care Officer shall mean any person employed by the county to enforce the animal care program.

Animal Care Facility shall mean any premises designated by the county for the purpose of impounding, care, adoption, or euthanasia of ~~dogs and cats~~ animals held under authority of this chapter.

At large shall mean an ~~pet~~ animal running off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other similar restraining device, or an animal on its owner's premises but not under restraint. A dog properly within the enclosed boundaries of a dog park shall not be considered at large. For the purposes of this definition, a dog park shall mean an enclosed area, owned and/or operated by the county, any municipality, or private entity, designed, intended, and used for domestic dogs to play and exercise off-leash in a controlled environment under the supervision of their owners.

Community Cat, also call “free roaming cat”, shall mean a domestic cat that lives outdoors full-time, has little or no human contact, is not well socialized to humans, and has no known owner. Pets, house cats which are outside periodically, and stray cats (lost or abandoned house pets) are specifically excluded from this definition.

Dangerous or vicious animal shall mean:

(1) Any animal, which the owner knows or reasonably should know, has the propensity, tendency or disposition to attack, to cause injury to, or to otherwise endanger the safety of human beings or domestic animals; or

(2) Any animal which attacks a human being or domestic animal one or more times without provocation, whether or not such attack occurs on the premises of the animal’s owner; or

(3) Any animal, which is not under restraint, and which commits unprovoked acts and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being or domestic animal; or

(4) An animal owned, kept or harbored primarily, or in part, for the purpose of animal fighting or an animal which has been trained for animal fighting.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which were historically domesticated for human companionship and service.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which were not historically domesticated for human companionship and service.

Nuisance shall mean an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property or public property.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her.

Pet shall mean a domestic dog (canis familiaris) and/or a domestic cat (felis catus domesticus).

Provocation shall mean any act done towards an animal that a reasonable person would expect to enrage such an animal to the extent that the animal would be likely to bite or attack, including, but not limited to, teasing, harassing, beating, torturing, injuring, or intentionally causing pain to an animal. Where an animal is attacked on its owner's property by another animal off its owner's property, the attack will be presumed unprovoked, absent clear evidence to the contrary.

Provocation does not include any actions on the part of an individual that pertain to reasonable efforts of self-defense or defense of others.

Shelter shall mean any structure appropriately sized for the pet to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for the entry and exit and a floor so as to protect the pet from the elements of weather.

Under restraint shall mean an pet animal that is on the premises of its owner or keeper by means of a leash, fence or other similar restraining device, or is on the premises of its owner or keeper and accompanied by the owner/keeper, or an pet animal that is off the premises of its owner or keeper but is accompanied by its owner or keeper and is under the physical control of such owner or keeper by means of a leash or other similar restraining device.

Wild or feral animal shall mean any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so.

Sec. 5-2. Differential county and commercial pet breeder licenses; license fees; rabies vaccination tags.

(a) It shall be unlawful for the owner of any pet to fail to ~~provide~~ obtain for any pet over four (4) months of age, ~~with~~ a current county pet license ~~tag~~. The owner of any pet over four (4) months of age must also have a current rabies vaccination tag showing that such pet has been vaccinated by a licensed veterinarian. No license will be issued unless proof of inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have thirty (30) business days in which to obtain the license.

(b) ~~The county license fee for fertile pets shall be twenty dollars (\$20.00) per year. The annual license fees for fertile and sterilized pets shall be established and approved by the county council. The county license fee for sterilized pets shall be four dollars (\$4.00) per year.~~ Licenses will expire one (1) year after the date of issue, and owners will have until the end of the month of original issue to renew the licenses.

(c) The Animal Care Department shall annually provide a sufficient number of durable tags suitable for pets, numbered from one (1) upwards, on which shall be stamped the year and the words "pet license." Such tags must be worn by all pets in the county at all times. ~~Any pet owner who has their animal tattooed may register the tattoo number with the Animal Care Department in addition to obtaining a tag.~~

(d) It shall be unlawful for a commercial pet breeder to fail to obtain a county commercial pet breeder license. The requirements for such a license are as follows:

(1) Individuals engaged or intending to engage in breeding as a business, occupation, or profession must obtain a commercial pet breeder license from the Animal Care Department. Additionally, such breeders must obtain a separate business license through the County's Business Service Center.

(2) ~~First-time a~~ Applicants must have all pets that have reached the age of four (4) months; currently licensed with a ~~C~~ county pet license; before applying for the commercial pet breeder license.

(3) The Animal Care Department, through its Animal Care Officers, shall conduct an inspection of the property for the license requested by the applicant to determine whether the applicant qualifies to hold a license pursuant to this section.

(4) During an inspection, an Animal Care Officer will be looking for the following:

a) The enclosure where the pets are being kept should be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year;:

b) The location of all pet enclosures should be in such a position so that ~~it~~ they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud and debris;:

c) Every pet on the premises should have constant access to a clean and fresh water supply. All pets must also have an adequate amount of appropriate food to maintain each pet's normal condition of health;:

d) The premises must be set up in such a manner as to not allow pets to stray beyond ~~its~~ their enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises;:

e) Every pet that has reached the age of four (4) months on the premises must have a valid pet license on file with Richland County.

(5) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five (5) years of the date of application.

(6) License registration application should be made prior to any litter being delivered. ~~Failure to timely register under this ordinance may result in additional penalties.~~

(7) A commercial pet breeder license is not transferrable to another person or location.

(8) ~~The inspection fee for a county commercial pet breeder license shall be one hundred (\$100.00) dollars annually. The annual inspection fee for a county commercial pet breeder license shall be established and approved by county council.~~ The license shall expire one (1) year after the date of issue.

(9) Any violations found under the provisions of this Chapter shall be grounds for the suspension of the commercial pet breeder license, if deemed necessary by the Animal Care Department. Re-instatement of such license shall be determined on a case by case basis. ~~—i.~~ The commercial pet breeder license of any licensee whose license has been suspended shall remain inactive and all breeding shall cease until the license has been reinstated or a new license is issued.

(10) In addition to the inspection fee for the commercial pet breeder license, a pet breeder is required to adhere to the licensing requirements of the county pet license as set forth in subsections (a) and (b) of this section; ~~so that there is a requirement of one (1) commercial pet breeder license per breeder in addition to one (1) county pet license per pet that has reached a minimum age of four (4) months and is still in their~~ the commercial pet breeder's custody.

Sec. 5-3. Exemptions from differential licensing fees.

(a) The following classifications of owners of pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their pet but and will pay ~~only a fee of four dollars (\$4.00) for each license~~ the same license fee as required for sterilized pets and will not be required to have the pet spayed/neutered:

(1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery;

(2) Any owner of one or more purebred pets who can furnish proof of participation in a nationally recognized conformation or performance events within the past twelve months; ~~;~~

(3) Any owner of a dog that is currently being used for hunting purposes and has properly been registered with a nationally recognized organization which sanctions hunting tests and/or field trials. Such registration must be accompanied by proper documentation that will be required to receive this exemption.

(b) Any owner of a dog which is trained to be an assistance/service dog for its owner shall be required to obtain an annual license but shall not be required to pay any license fee.

(c) The county Animal Care Department shall maintain the name and address of each party to whom a license and tag have been issued under the provisions of this ~~section~~ chapter and shall keep the same on file in the offices of the department for the purpose of identification.

~~Sec. 5-4. Dangerous or vicious animals.~~

~~—(a)—No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his premises. A dangerous animal is unconfined as the term is used in this section if the animal is not securely confined indoors or confined in a securely enclosed and locked pen or "run" area upon the person's premises. The pen or run area also must have either: 1) sides six (6) feet high, or 2) a secure top. If the pen or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less than one (1)~~

~~foot. However, the provisions of this section shall not apply to any animal that is owned by a licensed security company and is on patrol in a confined area.~~

~~(b) For the purposes of this section a dangerous or vicious animal shall be defined to be any one of the following:~~

~~—(1) Any animal with a propensity, tendency or disposition to attack, to cause injury to, or to otherwise endanger the safety of human beings or other domestic animals; or~~

~~—(2) Any animal which attacks a human being or other domestic animal one or more times without provocation whether or not such attack occurs on the premises of the animal's owner; or~~

~~—(3) An animal owned or harbored primarily or in part for the purpose of animal fighting or an animal trained for animal fighting.~~

~~(c) Any animal that has been determined to be a dangerous or vicious animal may be impounded by the Animal Care Department. Such animals shall not be euthanized unless the owner has surrendered the animal to the animal care facility and has completed and signed a surrender form or until a hearing is held before an appropriate magistrate and the magistrate has determined that the animal should be euthanized. However, if the magistrate has determined that the owner may redeem the animal, the Animal Care Department shall release the animal upon receipt of all redemption fees as described in Section 5-14, below. If the owner does not pay the redemption fees within five (5) days of the magistrate's order, the animal shall become the property of the Animal Care Department and may be euthanized.~~

Sec. 5-4. Community Cat Diversion Program

(a) Purpose. It is the intent of this section to create a Community Cat Diversion Program (“Program”) within Richland County in order to reduce cat overpopulation in an effective and humane way by using the Trap, Neuter, and Return (TNR) method.

(b) Scope. This section shall apply only to healthy free roaming and Community Cats. Well socialized, friendly, or abandoned house pets do not qualify for the Program as they depend on humans for survival. The Superintendent of Animal Services, or his/her designee, shall make the decision as to whether a cat qualifies for the Program.

(c) Procedures.

(1) Any Community Cat either trapped or seized by an animal care officer or turned into the animal care facility by a citizen shall be:

- i. Assessed by a veterinarian to determine the condition of health;
- ii. Spayed or neutered, as needed;
- iii. Vaccinated for rabies, feline viral rhinotracheitis, calicivirus, and panleukopenia;
and;
- iv. Ear-tipped for identification.

(2) All cats entering the animal care facility shall be immediately assessed for Program qualification; those unqualified shall be processed in accordance with this chapter.

(3) Any Community Cat entering the Program shall be returned on the third day after spay/neutering or as soon as practicable thereafter to the area where it was trapped or seized. Any Community Cat which meets all the requirements in section (c)(1), above, that is trapped, seized, or brought to the animal care facility may be immediately returned to the same community.

(4) The county shall have no liability for cats in the Program.

(5) Community Cats are exempt from licensing and related fees.

Sec. 5-5. Running at large – restraint.

(a) All **domestic** animals must be kept under restraint or confinement. Any **domestic** animal not so restrained or confined will be deemed unlawfully running at large in the unincorporated area of the county. Provided, however, this subsection shall not apply to domestic cats that have been spayed or neutered or those cats in the Community Cat Diversion Program.

(b) Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

(c) In the interest of public safety, if an Animal Care Officer witnesses an animal not under restraint, the officer may exercise the authority to pursue the animal(s) onto private property and/or into an enclosed fenced yard. This authority may only be exercised if it has been determined by the officer that the animal is clearly able to enter and exit from the premises unrestrained and presents an immediate threat of bodily harm to public safety such as, but not limited to: aggressively charging, attempting to bite, or displaying obvious unprovoked acts of aggression. Such pursuit shall end at such time as the animal is no longer at large and/or is under restraint. If an immediate threat to public safety is absent, then a search warrant must be executed in order to enter an enclosed fenced yard.

Sec. 5-6. Removal of excrement.

The owner of every **pet animal** shall be responsible for the removal of any excretions deposited by his or her **pet animal** on public walks and ways, recreation areas, or private property other than that of the owner.

Sec. 5-7. Injured or diseased **pets animals.**

Anyone striking a **pet domestic animal** with a motor vehicle or bicycle shall notify the county Animal Care Department who will then take action necessary to make proper disposition of the **pet animal**. Any **domestic animal pet** received by the animal care facility in critical condition from wounds, injuries, or disease may receive sustaining treatment by a licensed veterinarian until such

time as the owner of the animal pet is contacted. Every effort possible shall be made to contact the owner or veterinarian of the animal pet via information obtained from its tag or microchip. Any such animal pet in critical condition, as described in this section, may be humanely destroyed if the owner or veterinarian of the animal cannot be contacted within two (2) hours. If the pet animal is in severe pain it may be destroyed immediately with agreement from a licensed veterinarian.

Sec. 5-8. Nuisance animals.

~~(a) The actions of an animal constitute a nuisance when an animal disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.~~

(~~ba~~) It shall be unlawful for any person to own, keep, possess, or maintain an animal in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control an animal as required by Section 5-5-~~3~~;

(2) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables-~~3~~;

(3) Failure to maintain a dangerous animal in a manner other than that which is described as lawful in Section 5-416(c)-~~3~~;

(4) Maintaining animals in an environment of unsanitary conditions which results in offensive odors or is dangerous to the animal or to the public health, welfare or safety-~~3~~;

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the animals on the property-~~3~~;

(6) Allowing or permitting an animal to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises-~~3~~;

(7) Maintaining an animal that is diseased and dangerous to the public health-~~3~~;

(8) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(~~eb~~) An animal that has been determined to be a habitual nuisance by the Animal Care Department may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

(~~dc~~) Every female animal in heat shall be kept confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other animals.

Sec. 5-9. Animal care, generally.

(a) It shall be unlawful for an owner to fail to provide his or her animal(s) with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and humane care and treatment.

(b) It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.

(c) It shall be unlawful for a person to dye or color artificially any animal or fowl, including but not limited to rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the Ccounty.

(d) It shall be unlawful for any owner to abandon an animal in the unincorporated area of the county.

Sec. 5-10. Sale of pets animals.

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live pet animal, on any roadside, public right- of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair or carnival. Licensed pet shops, commercial kennels, municipal and/or county animal care facilities, and licensed pet rescue organizations are exempt from the requirements of this subsection (a).

(b) No person shall offer an pet animal as an inducement to purchase a product, commodity or service.

(c) No person shall sell, offer for sale or give away any pet under eight (8) weeks of age, except as surrender to a municipal and/or county animal care facility or to a licensed pet rescue organization.

~~(d) Licensed pet shops, commercial kennels, municipal and/or county animal care facilities, and licensed pet rescue organizations are exempt from the requirements of this section.~~

Sec. 5-11. Care of animals during transport.

During transportation, an animal must be provided adequate space and ventilation, and must not be confined in one area for more than ~~thirty-six~~ twenty-four (24) consecutive hours without being adequately exercised, rested, fed, and watered.

Sec. 5-12. Seizure and right of entry to protect abandoned, neglected, or cruelly treated animals.

(a) If the owner does not give permission, the Animal Care Officer may obtain a search warrant to enter any premises upon which it is suspected a violation of this chapter exists. Once upon the premises, the officer may examine such animal and may take immediate custody of the animal when, in his or her opinion, it requires removal from the premises for the immediate protection of the animal or the public, and shall issue a uniform ordinance summons to the owner. If an Animal Care Officer witnesses an animal in distress and in need of immediate medical attention, the officer may exercise the authority to enter onto private property (yard only) and/or into an enclosed fenced yard to seize the animal. If the animal is not in need of immediate medical care, then a search warrant must be executed in order to enter onto private property (yard only) and/or into an enclosed fenced yard. The Animal Care Officer shall thereafter petition the appropriate magistrate for a hearing, which shall be a civil proceeding. The hearing shall be set not more than ten (10) business days from the date of the seizure of the animal to determine whether the owner, if known, is able to adequately provide for the animal and is a fit person to own the animal until final disposition of the uniform ordinance summons (criminal proceeding). The Animal Care Officer shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal is found, written notice at least five (5) business days prior to the hearing of the time and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer shall post a copy of the notice at the property where the animal was seized. The pet or animal shall remain in the custody and care of the Animal Care Department until such matter is heard conclusion of the civil hearing before the magistrate. During or after the final uniform ordinance summons proceeding. The magistrate shall make the final determination as to whether the animal is returned to the owner or whether title is transferred to the Animal Care Department whereby the animal may be put up for adoption or humanely destroyed. The court, in either proceeding, in determining whether the owner is able to adequately provide for the animal or is a fit person to own the animal, may take into consideration, among other things, the owner's past record of convictions under this chapter, or one similar thereto, and the owner's mental and physical condition.

If the magistrate, after conclusion of either the civil or criminal proceeding, orders the return of the animal to its owner, the animal care facility shall release the animal upon receipt from the owner of all redemption fees as described in Section 5-14, below. If the owner does not pay the redemption fees within five (5) business days of the magistrate's order of final disposition of the animal after conclusion of the criminal proceeding, the animal shall become the property of the Animal Care Department, shall not be released to the owner, and may be placed for adoption or euthanized.

(b) Nothing in this section shall be construed to prohibit the euthanization of a critically injured or ill animal for humane purposes at any time after the initial seizure of the animal.

Sec. 5-13. Impounding; surrender.

(a) Any animal found within the unincorporated area of the county in violation of the provisions of this chapter may be caught and impounded by county authorities. If an animal cannot be caught in a safe, efficient manner, animal care personnel may tranquilize the animal by use of a tranquilizer

gun. The Animal Care Department may, thereafter, make available for adoption or humanely destroy impounded animals which are not positively identifiable and not redeemed within five (5) business days. Except as provided in subsection (f), below, Aanimals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee, in agreement with a licensed veterinarian, to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(b) When a person arrested is, at the time of the arrest, in charge of an animal, the county Animal Care Department may take charge of the animal and deposit the animal in a safe place of custody or impound the animal at its animal care facility.

(c) The county may transfer title of all animals held at its animal care facility after the legal detention period has expired and its owner has not claimed the animal.

(d) A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license tag or rabies vaccination tag pursuant to Section 5-2; or traceable number, tattoo or microchip pursuant to S.C. Code § 47-3-510 (Supp.1999).

The owner of a positively identifiable impounded animal shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has fourteen (14) business days from the date of mailing to ~~contact~~ redeem the animal from the animal care facility ~~for pick-up~~. Redemption costs will include the cost of mailing; plus any established costs, fines, fees or other charges. If the owner does not ~~make contact~~ redeem the animal within fourteen (14) business days of the date of the mailing, the animal will be deemed abandoned and becomes the property of the animal care facility. For animals impounded at the animal care facility, the Superintendent of Animal Services, or his/her designee in agreement with a licensed veterinarian, shall either place the animal for adoption or have the animal humanely destroyed, pursuant to S. C. Code § 47-3-540 (Supp. 1999).

Notwithstanding the above and except as provided in subsection (f), below, positively identifiable animals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee, in agreement with a licensed veterinarian to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed at any time.

(e) Any animal found "at large" may be impounded by the Animal Care Officer and may not be redeemed by its owner unless such redemption is authorized by the county Animal Care Department, with assurance from the owner that proper care and custody will be maintained.

(f) Any animal that has been determined by the Animal Care Department to be a dangerous or vicious animal, and is not properly confined as described in Section 5-16(c), below, or is otherwise in violation of this chapter, may be impounded by the Animal Care Department. Such animals shall not be euthanized unless the owner has surrendered the animal to the animal care facility and has

completed and signed a surrender form or until a final uniform ordinance summons proceeding (criminal proceeding) is held before an appropriate magistrate and the magistrate has determined that the animal should be euthanized.

If the owner does not give permission, the Animal Care Officer may obtain a search warrant to enter any premises upon which it is suspected a violation of this chapter exists. Once upon the premises, the officer may examine such animal and may take immediate custody of the animal when, in his or her opinion, it requires removal from the premises for the immediate protection of the animal or the public, and shall issue a uniform ordinance summons to the owner. The Animal Care Officer shall thereafter petition the appropriate magistrate for a hearing, which shall be a civil proceeding. The hearing shall be set not more than ten (10) business days from the date of the seizure of the animal to determine whether the owner, if known, is able to adequately provide for the animal, adequately confine the animal as defined in Section 5-16 (c), and is a fit person to own the animal until final disposition of the uniform ordinance summons (criminal proceeding). The Animal Care Officer shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal is found, written notice at least five (5) business days prior to the hearing of the time and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer shall post a copy of the notice at the property where the animal was seized. The pet or animal shall remain in the custody and care of the Animal Care Department until conclusion of the civil hearing before the magistrate. During or after the final uniform ordinance summons proceeding, the magistrate shall make the final determination as to whether the animal is returned to the owner or whether title is transferred to the Animal Care Department whereby the animal may be put up for adoption or humanely destroyed. The court, in either proceeding, in determining whether the owner is able to adequately provide for the animal, adequately confine the animal as defined in Section 5-16 (c), or is a fit person to own the animal, may take into consideration, among other things, the owner's past record of convictions under this chapter, or one similar thereto, and the owner's mental and physical condition.

If the magistrate, after conclusion of either the civil or criminal proceeding, orders the return of the animal to its owner, the animal care facility shall release the animal upon receipt from the owner of all redemption fees as described in Section 5-14, below. If the owner does not pay the redemption fees within five (5) business days of the magistrate's order of final disposition of the animal after conclusion of the criminal proceeding, the animal shall become the property of the Animal Care Department, shall not be released to the owner, and may be placed for adoption or euthanized.

Nothing in this subsection (f) shall be construed to prohibit the euthanization of a critically injured or ill animal for humane purposes at any time after impoundment of the animal.

(fg) Any animal surrendered to the ~~Animal Care Department~~ or animal care facility may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the animal concerned.

(gh) It shall be unlawful for any person to furnish false information on the animal surrender form.

Sec. 5-14. Redemption.

(a) The owner or keeper of any ~~pet~~ animal that has been impounded under the provisions of this chapter, and which has not been ~~found~~ determined by the Animal Care Department to be dangerous or vicious, shall have the right to redeem such pet at any time within the legal detention period outlined in Section 5-13 upon payment of ~~a fee as follows: all fees established and required by the Animal Care Facility. No pet will be released without proof of inoculation and without an implanted microchip.~~

~~(1) For a pet that has been properly inoculated, licenced, microchipped, and neutered or spayed, the fee shall be \$10.00.~~

~~(2b) For other pets the fee shall be \$10.00 plus the appropriate license fee, the charge for rabies inoculation, the cost of microchipping the pet, and the cost of spaying or neutering the pet. No fertile pet shall be redeemed or adopted unless one of the criteria exceptions under the exceptions provisions in subSections 5-3(a)(1)–(3) has been met. No pet will be released without proof of inoculation and without an implanted microchip. The requirements that a pet must be of spayed or neutered before being redeemed shall not be waived under pursuant to the exceptions in subSections 5-3 (a)(1)–(3) when if the animal has been impounded a second time more than once for any violations of this chapter. In such instances, the pet shall be spayed or neutered by the animal care facility and the costs of such shall be added to all other required redemption fees.~~

~~(b) In addition to the redemption fee, an impound fee of \$20.00 and a board fee of \$6.00 per day per pet shall be paid by the owner or keeper when a pet is redeemed.~~

(ec) The fees set out in this section shall be doubled for any pet impounded twice or more within the same 12-month period.

Sec. 5-15. Adoption.

(a) Any animal impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) Any pet surrendered to the Animal Care Department or animal care facility may be adopted at any time provided there is a completed and signed surrender form on file for the animal concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures accomplished. In the event the animal is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

Sec. 5-16. Prohibited; exceptions.

(a) Except as provided in subsection 5-16 (d), it shall be unlawful for any person to sell, own, keep, harbor, or act as custodian of a:

- ~~(1)~~ a1. Nondomestic member of the family felidae;
- ~~B~~2. Wolf-dog hybrid containing any percentage of wolf;
- ~~e~~3. Badger, wolverine, weasel, skunk and mink;
- ~~d~~4. Raccoon;
- ~~e~~5. Bear;
- ~~f~~6. Nonhuman primate to include ape, monkey, baboon, macaque, lemur, marmoset, tamarin and other species of the order primates;
- ~~g.~~ Marmoset, tamarin and other species of the order primates;
- ~~h~~7. Bat;
- ~~i~~8. Alligator, crocodile and caiman;
- ~~j~~9. Scorpion;
- ~~k~~10. Constricting snake of the following species: reticulated python, python reticulatus; Burmese/Indian rock python, python molurus; rock python, python sebae, and anaconda, eunectes murinus;
- ~~l~~11. Venomous reptile; ~~or~~
- 12. Any snake or other animal where the animal's behavior, size, temperament, breed, or capacity for inflicting serious injury is or may be detrimental to the safety and welfare of citizens in the immediate surrounding area;
- ~~m~~13. Any Lizard over two feet which ~~are is a~~ members of the family varanidae.;
- 14. Any non-domesticated member of the order Carnivora;
- 15. Any wild or feral animal; or
- 16. Any animal of mixed domestication and feral lineage.

~~(b) It shall be unlawful for any person to own, keep, harbor, act as custodian of, expose to public view or contact, exhibit either gratuitously or for a fee, any wild or feral animals identified in this subsection, or any animal of mixed domestication and feral lineage within the unincorporated areas of the county on public or private property, except as provided in subsection 5-16(d). It shall be~~

lawful for any person to own, keep, harbor, act as custodian of any snake not listed in subsection 5-16(a); provided, however, it shall be unlawful to expose such snake to public view or contact, or exhibit either gratuitously or for a fee, within the unincorporated areas of the county on public or private property, except as provided in subsection 5-16(d).

~~(1) Any Richland County resident, who prior to the effective date of this ordinance, had pre-existing ownership or possession of any animal prohibited under this section shall have 180 days to comply. This 180-day period shall begin concurrent with the effective date of this ordinance.~~

~~(c) Wild or feral animal means:~~

~~— (1) Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so;~~

~~— (2) Any non-domesticated member of the order Carnivora;~~

~~— (3) The following animals which shall be deemed to be wild or feral animals per se:~~

~~— a. All nondomestic members of the family felidae;~~

~~— b. Wolves, wolf-dog hybrids containing any percentage of wolf, coyotes and foxes;~~

~~— c. Badgers, wolverines, weasels, skunks and mink;~~

~~— d. Raccoons;~~

~~— e. Bears;~~

~~— f. Nonhuman primates to include apes, monkeys, baboons, macaques, lemurs, marmosets, tamarins and other species of the order primates;~~

~~— g. Bats;~~

~~— h. Alligators, crocodiles and caimans;~~

~~— i. Scorpion;~~

~~— j. Any snakes or venomous reptile; or~~

~~— k. Lizards over two feet which are members of the family varanidae;~~

(c) It shall be unlawful for a person owning or harboring or having the care or the custody of a dangerous or vicious animal to permit the animal to go unconfined. A dangerous or vicious animal is unconfined as the term is used in this section if the animal is not securely confined indoors or confined in a securely enclosed and locked pen or "run" area upon the person's premises. The pen or run area also must have either: 1) sides six (6) feet high, or 2) a secure top. If the pen or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less

than one (1) foot. However, the provisions of this subsection shall not apply to any animal that is owned by a licensed security company and is on patrol in a confined area.

(d) The prohibitions contained in subsections (a), ~~(b)~~ and ~~(eb)~~ above, shall not apply ~~to the keeping of wild or feral animals~~ in the following circumstances:

(1) The keeping of ~~wild or feral~~ such animals in a public zoo, bona fide education or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study;

(2) The keeping of ~~wild or feral~~ such animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show, properly licensed and permitted by state and local law;

(3) The keeping of ~~wild or feral~~ such animals in a bona fide, licensed veterinary hospital for treatment;

(4) The keeping of ~~wild or feral~~ such animals by a wildlife rescue organization with appropriate permits from any state or local regulatory body.

Sec. 5-17. Interference with animal care officers.

It shall be unlawful for any person to interfere with, hinder, or molest an Animal Care Officer in the performance of his or her duty or seek to release any pet animal in ~~his/her~~ the custody of an Animal Care Officer without ~~his/her~~ such officer's consent.

Sec. 5-18. Complainant's identification to remain confidential.

The identity, or information tending to reveal the identity, of any individual who in good faith makes a complaint or otherwise discloses information, which alleges a violation of this chapter, shall remain confidential ~~to the agency receiving the report~~ unless the complainant authorizes the release of his or her identity.

Sec. 5-19. Penalties.

(a) Any person who violates the provisions of this ~~C~~chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both. Each day's continuing violation shall constitute a separate and distinct offense.

(b) The owner or person having charge or custody of an animal cruelly used who is convicted of any violation of this chapter forfeits ownership, charge, or custody of the animal and at the discretion of the court, the person who is charged with or convicted of a violation of this chapter must be ordered to pay costs incurred to care for the animal and related expenses.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2017.

Michelle Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Eighty Seven Thousand Eight Hundred Sixty-Four Dollars (\$87,864) to increase funding to the Board of Voter Registration & Elections Department for the upcoming State House of Representatives District 70 Special Election for Richland County

First Reading: April 4, 2017

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. GF_3

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE EIGHTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$87,864) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT FOR THE UPCOMING STATE HOUSE OF REPRESENTATIVES DISTRICT 70 SPECIAL ELECTION FOR RICHLAND COUNTY.

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. Approval to cover all Elections and Voter Registration Department expenses related to the State House of Representatives District 70 Special Election for Richland and County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General). Therefore, the Fiscal Year 2016-2017 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 155,099,206
Increase State Reimbursement funds:	\$ <u>87,864</u>
Total General Fund Sources as Amended	\$ 155,187,070

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 155,099,206
Increase to Board of Voter Registration Department Budget:	\$ <u>87,864</u>
Total General Fund uses as Amended:	\$ 155,187,070

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 _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY
OF _____, 2017

Michelle Onley
Deputy 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:

- Board of Voter Registration & Elections Budget Amendment, to conduct the State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).

A. Purpose

- County Council is requested to approve a budget amendment in the amount of \$87,864.37 for the Board of Voter Registration & Elections Department for the purpose of funding the upcoming State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General). This seat was left vacant, due to the sudden passing of Representative Joseph Neal.

B. Background / Discussion

- By law, the Board of Voter Registration & Elections Department is mandated to conduct all elections for Richland County.
- Upon the conclusion of the election, The Board of Voter Registration & Elections Department will invoice the South Carolina Election Commission, for the cost incurred. Within 30 days, the South Carolina Election Commission will issue payment as per the invoice issued.
- Based on the above listed information, The Board of Voter Registration & Elections Department has developed and would like approval of the following action plan:
- Provide funding for the State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).

C. Legislative / Chronological History

This is a staff-initiated request; therefore, there is no legislative history.

D. Financial Impact

- The Board of Voter Registration & Elections will need a total of \$87,864.37, to cover all expenses related to the State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).

Itemization of Cumulative Costs Associated with Requests

Item No.	Item Description	Cost
1	Estimate of Cost For May 2, 2017, <i>Primary</i> for the State House of Representatives District 70 Special Election for Richland County.	\$30,129.79
2	Estimate of Cost For May 16, 2017, Runoff for the State House of Representatives District 70 Special Election for Richland County.	\$27,604.79
3	Estimate of Cost For June 20, 2017 General, State House of Representatives District 70 Special Election for Richland County.	\$30,129.79
Total		\$87,864.37

E. Alternatives

- Approve the request to amend the budget in the amount of \$87,864.37 for the Board of Voter Registration & Elections Department for the purpose of being in compliance with State Law to carry out all elections held in Richland County; which includes the upcoming State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).
- Do not approve the request to amend the budget in the amount of \$87,864.37 for the Board of Voter Registration & Elections Department for the purpose of carrying out all elections held in Richland County; which includes the upcoming State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).
- Richland County Board of Voter Registration & Elections offices would not efficiently serve the citizens and keep the interest and integrity in the voting process if funds are not provided and the department will not be in compliance with State Law.
- Approve a budget amendment in an amount that differs from the requested amount for one or more of the purposes identified in this Request of Action for the Board of Voter Registration & Elections.

F. Recommendation

It is recommended that County Council approve the budget amendment in the amount of \$87,864.37 for the purposes outlined above.

Cost Estimate for House District 70 Special Election

Primary May 2, 2017

Runoff May 16, 2017

General June 20, 2017

Number of Precincts: 10

Absentee: 1

Total: 11

Cost Components	Account Number	Account Name	Primary	Runoff	General
Administrative:					
Copies for Poll Managers	521300	Copy Machine	\$25.00	\$0.00	\$25.00
Office Supplies	521000	Ballots, Ballot Stock, Office Supplies	\$2,000.00		\$2,000.00
Postage (PW letters 60 @ .49)(Reply Cards 60 @.27)			\$50.00	\$0.00	\$50.00
Ballots:					
Absentee Application Postage (1,398 .47 @)			\$657.06	\$657.06	\$657.06
Absentee Ballot Postage (\$1.30 @ 1,398)			\$1,817.40	\$1,817.40	\$1,817.40
Absentee Ballots (includes 8% tax) .66 @)	521000	Ballots, Ballot Stock, Office Supplies	\$0.00	\$0.00	\$0.00
Ballot on Demand and Test (includes 8% tax x .35 x 1,403)	521000	Ballots, Ballot Stock, Office Supplies	\$530.33	\$530.33	\$530.33
Ballot Stock paper (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies			
Emergency/ FailSafe ballots 1035 @ .38 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$450.00	\$0.00	\$450.00
Personnel Costs:					
Overtime for County Staff	511200	Overtime	\$2,000.00	\$2,000.00	\$2,000.00
Overtime for Payroll Staff					
Part-time Staff	511300	RC Part Time Wages	\$8,500.00	\$8,500.00	\$8,500.00
FICA @ 7.65%	512200	FICA Employer's Share	\$1,000.00	\$1,000.00	\$1,000.00
Retirement @11.56%	513100	SC Regular Retirement	\$1,200.00	\$1,200.00	\$1,200.00
** Absentee/Failsafe 15 days @ \$60 per day	511800	Temp Employment Agency			
** Office Staff (Pre Election) for Absentee/VR/Elections	511800	Temp Employment Agency			
**Office Staff (Election Day/Night) Equipment loaders/ Unloaders,Call Center, Absentee Counters	511800	Temp Employment Agency	\$2,700.00	\$2,700.00	\$2,700.00
** Poll Clerks 10 @ \$180 per election	511800	Temp Employment Agency	\$1,800.00	\$1,800.00	\$1,800.00
** Poll Managers 50 @ \$120 per election	511800	Temp Employment Agency	\$6,000.00	\$6,000.00	\$6,000.00
** Polling Location Technicians @ \$350 at polling locations	511800	Temp Employment Agency	\$1,400.00	\$1,400.00	\$1,400.00
**Poll Worker Retirement 11.56%	513100	SC Regular Retirement			
Precincts:					
Rent 0 facilities @	526300	Rent	\$0.00	\$0.00	\$0.00

Cost Estimate for House District 70 Special Election

Primary May 2, 2017

Runoff May 16, 2017

General June 20, 2017

Total:

\$30,129.79 \$27,604.79 \$30,129.79

****Election Day Workers (DATE)**

Poll Clerks	10
Poll Managers	48
Office Staff (Equipment loaders, unloaders, phone, ABS Counter)	15
Polling Location Technicians at polling locations	4
Election Day Total Workers:	77

Relevant SC State Code of Laws

SECTION 7-13-340. Printing and distribution of ballots.

All ballots cast in general elections for national, State, county, municipal, district and circuit officers in the towns, counties, districts, circuits, cities and other political divisions shall be printed and distributed at public expense. The printing and distribution of all ballots, other than the county, State Senator, member of the House of Representatives, local or circuit ballots herein designated, the ballots for elections in cities and towns and the ballots for election on bonds or other local measures, shall be arranged and handled by the State Election Commission and shall be paid for by the State. The State Election Commission shall have all necessary ballots for elections for presidential electors, State officers, United States Senators and members of Congress printed, and shall deliver such ballots to the various county board of voter registration and elections at least ten days prior to the date of the election and the county board of voter registration and elections shall place such ballots in ballot boxes for distribution to the election managers of the various precincts.

The printing and distribution of ballots in all State Senate, member of the House of Representatives, county, local and circuit elections shall be arranged and handled by the board of voter registration and elections members of the several counties and shall be paid for by the respective counties, and the board members shall place such ballots in ballot boxes for distribution to the election managers of the various precincts. The printing and distribution of ballots in all municipal elections shall be arranged and handled by the municipal authorities conducting such elections and shall be paid for by the municipalities.

The terms "municipal" and "municipalities" as used in this section shall be construed to include school districts, public service districts and like political subdivisions.

HISTORY: 1962 Code Section 23-400.14; 1952 Code Section 23-311; 1950 (46) 2059; 1966 (54) 2340; 1968 (55) 2316; 1974 (58) 2124.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

SECTION 7-23-10. Expenses of general election officers.

Each commissioner or board member of state and county general elections shall receive as expenses an amount as appropriated in the annual state general appropriations act, payable quarterly, and is entitled to election-day mileage as provided by law for state employees. Managers and clerks of general elections shall receive a per diem as is provided in the annual state general appropriations act.

HISTORY: 1962 Code Section 23-601; 1952 Code Section 23-601; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152; R. S. 180; 1882 (17) 1100; 1883 (18) 260; 1966 (54) 2243; 1984 Act No. 288, eff March 5, 1984; 1990 Act No. 352, Section 1, eff March 19, 1990.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

Effect of Amendment

The 1984 amendment changed the provisions so that managers and clerks of general elections are to receive per diem as provided in the annual state general appropriations act, rather than a specified rate of \$10.00.

The 1990 amendment provided that commissioners receive as expenses an amount as appropriated annually by the General Assembly instead of two hundred dollars a year, and clarified the entitlement to mileage for a manager and clerk, limiting it to election-day mileage.

SECTION 7-23-20. Payment for notices of election.

Notices of election published in any public gazette or county newspaper by authority of the proper board of voter registration and elections, as required by law, shall be paid for at the rates prescribed by law for legal notices.

HISTORY: 1962 Code Section 23-603; 1952 Code Section 23-603; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152; R. S. 180; 1882 (17) 1100; 1883 (18) 260.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

SECTION 7-23-30. Repealed by 1982 Act No. 325 Section 2, eff April 9, 1982.

Editor's Note

Former Section 7-23-30 was entitled "Method of paying expenses" and was derived from 1962 Code Section 23-604; 1952 Code Section 23-604; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152;

R. S. 180; 1882 (17) 1100; 1883 (18) 260.

SECTION 7-23-40. Expenses payable by counties.

The governing bodies of the several counties shall audit and pay all accounts for necessary expenses incurred by the members of the board of voter registration and elections and managers of election for stationery, the making of election boxes, rents and similar expenses in elections held in this State.

HISTORY: 1962 Code Section 23-605; 1952 Code Section 23-605; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152; R. S. 180; 1882 (17) 1100; 1883 (18) 260.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and (Project Feng) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto

First Reading: April 4, 2017

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND (PROJECT FENG) (THE “COMPANY”); THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND THE COMPANY; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, RICHLAND COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to issue special source revenue bonds, or in the alternative, to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate used in the manufacturing or industrial enterprise (collectively, “Infrastructure”); through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce certain investment in the County, the County identified a company or companies known to the County at the time as Project Feng and now known as _____ (collectively, the “Company”), with respect to the Company’s acquisition, construction, and installation of land, buildings (excluding the Existing Building as that term is defined below), improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property, to constitute a manufacturing facility in the County (the “Project”), at an existing building currently located at the proposed Project site (the “Existing Building”), as more particularly identified in Exhibit A, and committed to negotiating a fee in lieu of taxes and other incentive arrangements with the Company; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the “Park”) by entering into a Master Agreement Governing the I-77 Corridor

Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended (the “Park Agreement”), in which the property associated with the Project is or will become located, and the County desires to cause the parcel(s) upon which the Existing Building and the Project are located to be or continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and Multi-County Park Act as provided herein; and

WHEREAS, the County hereby desires to enter into: (a) a Fee in Lieu of Tax Agreement with the Company (the “FILOT Agreement”), whereby the County would provide therein for a payment of fee in lieu of taxes by the Company to the County with respect to the Project; and (b) an Infrastructure Finance Agreement with the Company (the “Infrastructure Agreement”, and together with the FILOT Agreement, the “Agreements”) whereby the County would provide therein for certain infrastructure credits in respect of qualifying Infrastructure with respect to the Project to be claimed by the Company against their payments in lieu of taxes with respect to the Project, and with respect to the Existing Building and any other property acquired by the Company in connection therewith as shall not be eligible to be subject to the FILOT Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act;

WHEREAS, the forms of the FILOT Agreement and the Infrastructure Agreement, which the County proposes to execute and deliver, have been prepared and presented to County Council; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on the information supplied to it by the Company, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) Reserved;
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
- (e) The purposes to be accomplished by the Project, are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

Section 2. The form, terms and provisions of the Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Agreements were set out in this Ordinance in their entirety. The Chair, or in his absence, the Vice Chair, are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreements in the name of and on behalf of the County, and the Clerk of County Council is hereby authorized and directed to attest the same, and thereupon to cause the Agreements to be delivered to the Company. The Agreements are to be in substantially the forms now before this meeting and hereby approved, with such changes not materially adverse to the County as shall be approved by the Chair (or Vice Chair in his absence), upon advice of counsel, the execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of Agreements now before this meeting.

Section 3. The Chair (or Vice Chair in his absence), the Clerk to County Council, and the County Administrator, are to take such actions and to execute such other documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions 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 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 6. This ordinance is effective upon third reading.

[Signature Pages to Follow.]

This Ordinance is effective as of the ____ day of _____, 20__.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

Attest:

By: _____
Clerk to Richland County Council

Economic Development Committee:
First Reading:
Second Reading and Public Hearing:
Third Reading:

March 28, 2017
April 4, 2017

Exhibit A
Description of Project Site

TMS No. R16305-02-07
TMS No. R16305-02-01

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of _____, 20__, _____, 20__ and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 20__

FEE IN LIEU OF TAX AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

[PROJECT FENG]

Dated as of _____

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FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) made and entered into as of _____ by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and [**PROJECT FENG**], a _____ duly organized and existing under the laws of the State of _____ (the “Company”).

WITNESSETH:

WHEREAS, Chapter 44 of Title 12 (the “FILOT Act”) and Chapter 1 of Title 4 (the “Multi-County Park Act”), Code of Laws of South Carolina 1976, as amended, empowers the several counties of the State of South Carolina to enter into agreements with industry whereby the industry would pay fees in lieu of *ad valorem* taxes with respect to qualified economic development property; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, the Company desires to provide for the acquisition, construction and installation of land, improvements, fixtures, machinery, equipment, furnishings and/or other real and/or tangible personal property to constitute a manufacturing facility in the County (the “Project”); and

WHEREAS, the Company anticipates the Project will consist of an aggregate investment in Economic Development Property, as defined below, in the County of \$6,622,700 and the creation of 48 new, full-time jobs in connection therewith, all during the Investment Period, as defined below; and

WHEREAS, in accordance with the FILOT Act and the Multi-County Park Act, the County has agreed to execute and deliver this Agreement with the Company in order to provide for payments in lieu of tax with respect to the Project by the Company; and

WHEREAS, in connection with the above, the County and the Company agree that the requirements of Section 12-44-55(A) of the Act are hereby waived; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will include the Project (or ensure that the Project will remain included (if already included)) in a joint county industrial and business park established pursuant to written agreement with Fairfield County, South Carolina such that the Project will receive the benefits of the Multi-County Park Act;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

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

“**Additional Payments**” shall have the meaning provided in **Section 4.02** hereof.

“**Agreement**” shall mean this agreement as originally executed and from time to time supplemented or amended as permitted herein.

“**Code**” shall mean the Code of Laws of South Carolina 1976, as amended.

“**Company**” shall mean [PROJECT FENG] a _____ and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted in **Section 7.03** hereof; or any other person or entity which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof.

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

“**County Assessor**” shall mean the Richland County Assessor, or the holder of any successor position.

“**County Auditor**” shall mean the Richland County Auditor, or the holder of any successor position.

“**County Council**” shall mean the governing body of the County and its constituent members and their respective successors, or any successor body.

“**County Treasurer**” shall mean the Richland County Treasurer, or the holder of any successor position.

“**Default**” shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in **Section 9.01** hereof.

“**Department**” shall mean the South Carolina Department of Revenue, or any successor agency.

“**Economic Development Property**” shall have the meaning set forth in Section 12-44-30(6) of the FILOT Act.

“Equipment” shall mean all machinery, equipment, furnishings and other personal property which is installed or utilized by the Company on or in connection with the Land and intended to be included as a part of the Project.

“FILOT Act” shall mean Chapter 44 of Title 12 of the Code, and all future acts amendatory thereof.

“FILOT Payments” shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to **Section 5.02** hereof.

“Improvements” shall mean those buildings, structures and fixtures on the Land as are constructed, installed or acquired by the Company and intended to be included as a part of the Project, to the extent such buildings, structures, and fixtures qualify as Economic Development Property under the FILOT Act.

“Indemnified Party” shall have the meaning ascribed to it by **Section 7.04** of this Agreement.

“Independent Counsel” shall mean an attorney duly admitted to practice law in any state of the United States.

“Infrastructure Agreement” shall mean the Infrastructure Finance Agreement between the County and the Company dated as of the date hereof.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years from the last day of the property tax year during which the first Project Increment is placed into service, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean real property that the Company uses or will use in the County, initially consisting of 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, and any improvements located thereon.

“Multi-County Park” shall mean the joint county industrial and business park established pursuant to the terms of the Multi-County Park Agreement, or to any joint county industrial and business park established pursuant to a successor park agreement.

“Multi-County Park Act” shall mean Chapter 1 of Title 4 of the Code, and all future acts amendatory thereof.

“Multi-County Park Agreement” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended.

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

“**Project**” shall mean (i) the Improvements, (ii) the Equipment, (iii) the Replacement Property, (iv) any other personal property to the extent acquired hereafter and intended to be included as a part of the Project which becomes so attached, integrated or affixed to any item described in the foregoing clauses that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item, and (vi) to the extent not covered by the foregoing, anything qualifying as a Project under Section 12-44-30(16) of the Act.

“**Project Increment Payment**” shall be the payment described in **Section 5.02(b)** hereof.

“**Project Increments**” shall mean those increments of the Project which are completed and fit for their intended use as prescribed by Section 12-37-670 of the Code.

“**Project Millage Rate**” shall mean, for purposes of **Section 5.02(b)** hereof, the millage rate in effect for all taxing entities at the site of the Project as of June 30, 2016, which is understood by the parties hereto to be 528.2 mills.

“**Replacement Property**” shall mean all property installed on the Land or in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the FILOT Act permits such property to be included in the Project as replacement property.

“**Sponsor**” and “**Sponsor Affiliate**” shall mean an entity whose investment with respect to the Project will qualify for the negotiated FILOT Payments pursuant to **Sections 2.02(h)** and **8.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor, and there are no Sponsor Affiliates.

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

“**Taxable Facilities**” shall mean the Land together with the existing building in the County on the Land.

“**Term**” shall mean the duration of this Agreement as set forth in **Section 4.01** hereof.

“**Transfer Provisions**” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Section 1.02 References to Agreement.

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

[End of Article I]

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the County.

The County Council makes the following representations and covenants, on behalf of itself and on behalf of the County, as the basis for the undertakings of the County herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the FILOT Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. As represented by the Company, the Project constitutes and will constitute Economic Development Property and a “project” within the meaning of the FILOT Act. The County has been duly authorized to execute and deliver this Agreement, all for the purpose of promoting the industrial development, developing the trade, and utilizing and employing the manpower, agricultural products and natural resources of the State.

(b) To the best of its knowledge, the County is not in default under any of the provisions of the laws of the State whereby any such default would adversely affect the execution and delivery of this Agreement or adversely affect its validity or enforceability; to the best of its knowledge, the authorization, execution and delivery of this Agreement, and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs.

(c) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which involve a challenge or affect the County’s ability to execute this Agreement or perform its obligations hereunder.

(d) The representations with respect to the Project made by the Company have been instrumental in inducing the County to enter into this Agreement and the Infrastructure Agreement and offer the incentives included in each.

(e) The Land has been or will be placed in the Multi-County Park, and the County will cause the Project to continue to be located in the Multi-County Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Multi-County Park Act, and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended.

Section 2.02 Representations and Covenants by the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a _____, validly existing and in good standing, under the laws of the State of _____. The Company has power to enter into this Agreement, and by proper action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement constitutes a valid and binding commitment of the Company and the authorization, execution and delivery of this Agreement and the performance by the Company of its obligations hereunder will not conflict with or constitute a breach of, or a default under, (i) any existing law, court or administrative regulation, decree, or order, or (ii) any material agreement, mortgage, lease or other instrument, to which the Company is subject or by which it or its properties are bound which would have an adverse affect on Company's ability to perform its obligations hereunder. The Company has obtained, or will obtain or cause to be obtained in due course, all governmental and third party consents, licenses and permits deemed by Company to be necessary or desirable for the acquisition, construction and operation of the Project as contemplated hereby, and will maintain all such consents, permits and licenses in full force and effect.

(c) No event has occurred and no condition currently exists with respect to the Company which would constitute a Default or an "Event of Default" as defined herein.

(d) The Company intends to operate the Project as a manufacturing facility in the County and for such other purposes permitted under the Act as the Company may deem appropriate. The Project will constitute Economic Development Property and a "project" within the meaning of the FILOT Act.

(e) The execution and delivery of this Agreement by the County has been instrumental in inducing the Company to locate the Project in the County and in the State.

(f) To the best of the Company's knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which involve the possibility of any material and adverse effect upon the transactions contemplated by this Agreement or the Company's performance of its obligations hereunder or which would materially adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

(g) The Company anticipates that it will invest, or cause to be invested, in the aggregate approximately \$6,622,700 in the Project and create, or cause to be created, in the aggregate approximately 48 new, full-time jobs in respect of the Project, all by the end of the Investment Period.

[End of Article II]

ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) The Company hereby agrees to acquire the Project by installing, constructing and purchasing the same during the Investment Period.

(b) The County acknowledges and agrees that the Company may include one or more Sponsor Affiliates, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company, consistent with **Section 8.02** hereof.

(c) Each year during the term of the Agreement, the Company shall deliver to the County's Economic Development Director a copy of its most recent annual filings made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(d) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor, the County Treasurer and the Department, as well as with the Fairfield County Auditor and Assessor, within thirty (30) days after the date of execution and delivery hereof.

Section 3.02 Records and Reports, Non-Disclosure.

The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall:

- (a) permit ready identification of the various Project Increments and components thereof;
- (b) confirm the dates on which each Project Increment was placed in service; and
- (c) include copies of all filings made by the Company with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, the Company may designate any filings or reports, or segments thereof, delivered to the County pursuant to the provisions of this Agreement that the Company believes contain proprietary, confidential or trade secret matters as confidential. Except as required by law or any court of competent jurisdiction, the County Council, the County, its officers and employees shall not knowingly disclose any such designated and clearly marked (as "confidential") confidential information, without the prior written authorization of the Company. In connection therewith, the County, at the reasonable request of the Company, shall cause its agents to sign a non-disclosure statement substantially in the form shown on Exhibit B attached hereto.

The County shall use its best efforts to notify the Company in the event of the County's receipt of any Freedom of Information Act request concerning the aforesaid confidential information

and, to the extent permitted by law, will not disclose such confidential information until such time as the Company has reviewed the request and taken any action authorized by law to prevent its disclosure. If the Company fails to act to prevent any disclosure of such confidential information under the South Carolina Freedom of Information Act within ten (10) days after Company's receipt of notice of such request, the County may provide such information as in its judgment is required to comply with such law and the County will have no liability to the Company in connection therewith.

[End of Article III]

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

Subject to the terms and provisions herein contained, with respect to each Project Increment, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the first year in which each Project Increment is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payment of all FILOT Payments under **Section 5.02** hereof relating to the operation of the Project during the Term or any Additional Payments have not been made, the Term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of the Term shall not increase the number of FILOT payments for which the Company qualifies under **Section 5.02** hereof.

Section 4.02 Additional Payments.

In addition to the Company's obligation under **Section 5.02** hereof to make FILOT Payments to the County and related amounts, the Company shall pay to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which the Company expressly assumes or agrees to pay under this Agreement (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of the Company to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

The Company hereby expressly agrees to pay to the County as an Additional Payment the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement and the Infrastructure Agreement, including reasonable attorneys' and consultant's fees in an amount not to exceed \$[].

[End of Article IV]

MODIFICATION OF PROJECT; PAYMENTS IN LIEU OF TAXES

Section 5.01 Modification of Project.

The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may replace or renovate any portion of the Project and, in connection therewith, to the extent permitted by the FILOT Act, install Replacement Property in the Project subject to Section 12-44-60 of the FILOT Act. If the Company elects to install Replacement Property, then the calculation of FILOT payments on the Replacement Property shall be made in accordance with **Section 5.02(b)** below but using the original income tax basis of the Economic Development Property which the Replacement Property is replacing. 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 portion of such Replacement Property allocable to the excess amount is subject to *ad valorem* taxation; provided however, that as long as any Replacement Property is placed in service during the Investment Period, the entire Replacement Property shall be subject to FILOT Payments.

(ii) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled in its discretion from time to time to delete or remove any portions of the Project, or to add any (non-Project) property as may be used in conjunction with the Project or otherwise. In any instance where the Company in its discretion determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations at the Project, the Company may remove such items of Equipment and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without the consent of the County.

Notwithstanding anything herein to the contrary, and subject in all events to the terms and provisions of **Section 5.02** hereof, the FILOT Payments required under **Section 5.02** hereof shall, to the extent permitted by law, be reduced at such time to the extent that such payments are attributable to any of the Equipment, Improvements or Replacement Property which is removed or otherwise deleted from the Project and the Company shall not be required to repay any portion of the tax benefit received prior to such event.

Section 5.02 Payments in Lieu of Taxes.

(a) In accordance with the provisions of Section 12-44-50 of the FILOT Act, during the Term of this Agreement the Company shall make with respect to the Project annual FILOT Payments in the amounts set forth in this Section at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or the Department for *ad valorem* taxes. Such annual FILOT Payments shall be made on or before each January 15 of each year during the term of this Agreement, commencing with the January 15th of the second (2nd) year following the first year in which any component of the Project is first placed in service. Subject to the provisions

of the Act, each annual FILOT Payment shall be equal to the Project Increment Payment with respect to each Project Increment, including, subject to the provisions of the Act, Replacement Property for the Project originally included in such Project Increment, calculated as set forth in **Section 5.02(b)** hereof, for each of thirty (30) consecutive years (except to the extent that any portion of such Project Increment ceases to qualify for a negotiated fee in lieu of taxes under the Act) commencing with the year following the year in which the respective Project Increments are placed in service.

(b) Each Project Increment Payment shall be calculated as if *ad valorem* taxes would be due with respect to the applicable Project Increment if the same were taxable, but, subject to the provisions of Section 12-44-110 of the Act, using the following formula: each such Project Increment Payment shall be in an amount equal to the product which would result from multiplying the Project Millage Rate by an assessment ratio of six percent (6.0%) of the fair market value of the portion of the Project included within such Project Increment. Such fair market value shall be that determined by the Department on the basis provided in Section 12-44-50(A) of the FILOT Act, and shall, subject to the provisions of the Act, include all Replacement Property and deductions for depreciation or diminution in value allowed by the Act or by the tax laws generally, and shall be subject to any reductions provided herein under **Sections 5.01** and **6.01** hereof, and include all applicable *ad valorem* tax exemptions except the exemption allowed pursuant to Section 3(g) of Article X of the State Constitution and the exemptions allowed pursuant to Section 12-37-220(B) (32) and (34) of the Code. Notwithstanding the foregoing, the fair market value established for real property comprising the Project shall remain fixed for the Term.

(c) In the event that the FILOT Act and/or the above-described payments in lieu of taxes or any portion thereof, are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed (including without limitation, to the extent permitted by law, through the provision by the County of infrastructure credits to the Company pursuant to Section 4-1-175 of the Multi-County Park Act and/or Section 12-44-70 of the FILOT Act) so as to afford the Company a benefit similar to that which it receives under this Agreement to the extent then permitted by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Project affected by such circumstances *ad valorem* taxes and that, in such event, the Company shall be entitled, to the extent permitted by law, (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* taxes hereunder.

(d) In the event the Company invests less than \$2,500,000 in Economic Development Property in the aggregate during the Investment Period, this Agreement terminates and the Project is immediately subject to *ad valorem* tax both prospectively and retroactively to the first year which FILOT Payments were to have been made with respect to the Project. The Company shall make payment to the County, within ninety (90) days after the termination pursuant to this Section, of the difference between (i) the FILOT Payments actually made and (ii) the total retroactive amount of *ad valorem* tax which would have been due by the Company with respect to the Project, but allowing for appropriate exemptions and abatements to which the Company would have been entitled if the Project were not economic development property, plus interest in the manner as provided in Section 12-54-25 of the Code, or any successor provision.

(e) In the event the Company's investment in Economic Development Property is less than \$2,500,000, without regard to depreciation, during the Term, the Company this Agreement terminates immediately and the Project is immediately subject to *ad valroem* tax.

[End of Article V]

CASUALTY; CONDEMNATION

Section 6.01 FILOT Payments in the Event of Damage and Destruction or Condemnation.

In the event that the Project is damaged or destroyed or the subject of condemnation proceedings, which damage, destruction and/or condemnation would substantially impair the operating ability of the Project, the parties hereto agree that the FILOT Payments required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes, subject in all events to the provisions of **Section 5.02** hereof.

[End of Article VI]

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Rights to Inspect.

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's State property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. Prior to the exercise of any right to inspect the Project or the above-referenced records of the Project, the County, at the request of the Company, shall cause its agents to sign a nondisclosure statement substantially in the form shown on Exhibit B attached hereto. In no way shall this requirement of a nondisclosure statement be deemed to apply to or restrict the rights of the United States Government and the State or its political subdivisions in the legitimate exercise of their respective sovereign duties and powers.

Section 7.02 Limitation of County's Liability.

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder (it being understood that the performance by the County of its obligations to accept FILOT Payments with respect to the Project is not a financial obligation of the County within the meaning of this Section but it should be considered as the obligation which the County has to perform hereunder), including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 7.03 Mergers, Reorganizations and Equity Transfers.

The Company acknowledges that any mergers, reorganizations or consolidations of the Company may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Agreement to the contrary, it is not intended in this Agreement that the County shall impose transfer restrictions with respect to the Company or the Project as are any more restrictive than the Transfer Provisions.

The County recognizes and agrees that the Company may, at its sole discretion, choose not to proceed with the Project or, at any time, reduce or cease operations and vacate the Taxable Facilities, and the County hereby waives any legal claims or actions they may have against the Company based on same, except as set forth in **Section 5.02** herein; provided that on a cessation of operations or in

the event the Company vacates the Taxable Facilities, the County may unilaterally terminate this Agreement and the Infrastructure Agreement and cease the provision of the Infrastructure Credit and the acceptance of FILOT Payments with respect to the Project. The Company and County intend that this Agreement shall be assignable by the Company consistent with Article 8 of this Agreement, and that such consent not to be unreasonably withheld by the County, as long as the Company is not in default under this Agreement.

Section 7.04 Indemnification

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement or the Infrastructure Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement or the Infrastructure Agreement, or otherwise by virtue of the County having entered into this Agreement or the Infrastructure Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse, as Additional Payments, the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the 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.

Section 7.05 Qualification in State.

The Company warrants that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 7.06 No Liability of County's Personnel.

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 7.07 Other Tax Matters.

Subject to the limitations expressly set forth in **Section 5.02(b)** hereof, the Company shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax provisions allowable by applicable federal or State law with respect to the Project, to the extent allowed or otherwise not prohibited by the FILOT Act.

Section 7.08 Multi-County Park.

In the event for any reason that the Multi-County Park Agreement shall be terminated prior to the end of the Term, the County agrees that it will, pursuant to the Multi-County Park Act, and to the extent permitted by law, cause the Project to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining State county pursuant to the Multi-County Park Act, which successor agreement shall contain a termination date occurring no earlier than the termination date of this Agreement.

[End of Article VII]

**ASSIGNMENT OF THIS AGREEMENT;
SPONSORS AND SPONSOR AFFILIATES**

Section 8.01 Assignment.

The Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be, in compliance with the Transfer Provisions, including the requirement that any such assignment or lease shall be subject to the written consent of the County. In these regards, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed. The County hereby consents to any transfers by the Company to any affiliate of the Company at any time on receipt by the County of documentation evidencing that such proposed transferee is an affiliate of the Company. For such purposes, “affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Company. Further, the County agrees that, to the extent permitted by Section 12-44-120(B) of the Act, or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of requiring consent to the same on the part of the County.

Section 8.02 Sponsors and Sponsor Affiliates.

The Company may designate from time to time additional Sponsors or any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act. To the extent permitted by the FILOT Act (and specifically Section 12-44-130 thereof), the investment by such additional Sponsor or any Sponsor Affiliate shall qualify for the FILOT Payments payable under **Section 5.02** hereof (subject to the other conditions set forth therein). The Company shall provide the County and the Department with written notice of any additional Sponsor or Sponsor Affiliate designated pursuant to this **Section 8.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article VIII]

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

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

(b) if default shall be made by the Company in the due performance of or compliance with any of the material terms of this Agreement, including payment, other than those referred to in the foregoing paragraph (a), and such default shall (i) continue for ninety (90) days after the County shall have given the Company written notice of such default, or (ii) in the case of any such default which can be cured but which cannot with due diligence be cured within such 90-day period, if the Company shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within ninety (90) days that the time of the Company within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(c) if any material representation or warranty made by the Company herein or any statement, certificate or indemnification furnished or delivered by the Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or knowingly violated or breached, as the case may be.

Notwithstanding anything in this Agreement to the contrary, a failure by the Company to invest any dollar amount in the Project or to create any specified number of jobs in respect thereto, as the same may be recited herein, shall not in itself constitute an Event of Default under this Agreement.

Section 9.02 Remedies on Event of Default.

Upon the occurrence of any Event of Default, the County may: (i) terminate this Agreement by provision of thirty (30) days’ notice to the Company in writing specifying the termination date; (ii) upon providing, at the Company’s request, but subject in all events to the necessary exercise by the County of its sovereign duties and powers, a signed nondisclosure statement substantially in the form attached as Exhibit B hereto, have access to and inspect, examine and make copies of, the books, records and accounts of the Company pertaining to the Project; or (iii) take whatever action at law or in equity as may appear necessary or desirable to collect any FILOT Payments and Additional Payments then due or to enforce observance or performance of any covenant condition or agreement of the Company under this Agreement, including without limitation enforcement of a statutory lien on the Project for any non-payment of FILOT Payments hereunder.

Section 9.03 Collection of FILOT Payments.

In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including, without limitation, Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 9.04 County Event of Default.

Any of the following events shall constitute an event of default by the County (“County Event of Default”):

- (a) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or
- (b) 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; or
- (c) Whenever any County Event of Default shall have occurred or shall be continuing, the Company may take one or more of the following actions:
 - (i) bring an action for specific enforcement;
 - (ii) terminate the Fee Agreement; or
 - (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

[End of Article IX]

MISCELLANEOUS

Section 10.01 Termination.

(a) At any time prior to the stated expiration of the Term of this Agreement the Company may, by written notice to the County, terminate this Agreement, in whole or in part, effective immediately on giving such notice or on such date as may be specified in the notice; provided that such termination shall not be effective until such time as the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time, including without limitation pursuant to Sections 5.02(d) and (g) hereof. Upon termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the Company shall no longer be entitled to the benefit of the fee in lieu of payments provided herein and the property constituting the Project with respect to which this Agreement has been terminated, shall thereafter be subject to the *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

(b) If, at the time the Company delivers written notice to the County, the Company has not achieved the minimum investment at the Project as described in **Section 5.02(d)**, then the provisions of **Section 5.02(d)** govern.

Section 10.02 Rights and Remedies Cumulative.

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

Section 10.03 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.04 Notices; Demands; Requests.

All notices, demands and requests to be given or made hereunder to or by the County or the Company, shall be in writing, and shall be deemed to be properly given or made if sent by United States certified first class mail, return receipt requested, postage prepaid and addressed as follows or at such other places as may be designated in writing by such party.

(a) As to the County:

Richland County
Attn: Director, Economic Development
Administration Building
2020 Hampton Street, Room 4058
Columbia, South Carolina 29202

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

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

(b) As to the Company:

[PROJECT FENG]

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

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

Section 10.05 Applicable Law; Entire Understanding.

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

Section 10.06 Severability.

In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provisions shall be reformed to provide as near as practicable the legal effect intended by the parties hereto, and the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07 Headings and Table of Contents; References.

The headings of this Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

Section 10.08 Multiple Counterparts.

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

Section 10.09 Amendments.

This Agreement may be amended only by a writing signed by all of the parties.

Section 10.10 Waiver.

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

Section 10.11 Business Day.

In the event that any action, payment or notice is, by the terms of this Agreement, required to be taken, made or given on any day which is a Saturday, Sunday or a 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.

[End of Article X]

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Agreement by causing its name to be hereunto ascribed by the Chairman of County Council and to be attested to by the Clerk of its County Council, and [PROJECT FENG] have executed this Agreement by their authorized officer(s), all being done as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

ATTEST:

By: _____

Clerk to Richland County Council

[Signature Page 1 – Fee in Lieu of Tax Agreement]

[PROJECT FENG]

By: _____

Name: _____

Title: _____

[Signature Page 2 – Fee in Lieu of Tax Agreement]

EXHIBIT A

[Description of Land]

EXHIBIT B

FORM OF NON-DISCLOSURE STATEMENT

I, _____, _____ of Richland County, South Carolina, acknowledge and understand that _____ [PROJECT FENG] _____ (collectively, “Company”) utilizes confidential and proprietary “state-of-the-art” processes and techniques. Consequently, to the extent permitted by law, I agree to keep confidential the nature, description and type of the machinery, equipment, processes and techniques, as well as financial statements of the Company, which I observe. I agree that I shall not disclose the nature, description or type of such machinery, equipment, processes or techniques, or the information contained in such financial statements of the Company, to any person or entity other than in accordance with the terms of the Fee in Lieu of Tax Agreement between Company and Richland County, South Carolina, dated as of _____, _____, or as may be required by the laws of the State of South Carolina including, but not limited to, the South Carolina Freedom of Information Act.

By: _____

Date: _____

INFRASTRUCTURE FINANCE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

[PROJECT FENG]

Dated as of _____

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of _____ (the "Agreement"), between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **[PROJECT FENG]** a _____ organized and existing under the laws of the State of _____ (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act"), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure"); and

WHEREAS, the Company intends to establish a manufacturing facility in an existing building in the County ("Existing Building") on the land described in Exhibit A hereto (the "Land" together with the Existing Building, the "Taxable Facilities"); and

WHEREAS, the Company has represented that it intends to invest approximately \$11,637,700 in the County, consisting of \$5,015,000 in the Taxable Facilities and \$6,622,700 in Economic Development Property, as defined below, and create approximately 48 new, full-time, jobs, in connection with the Project, as defined below, all during Investment Period, as defined below; and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the "Park") by entering into a Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the "Multi-County Park Act"), as amended, and have designated or will designate the Taxable Facilities as being included within the Park, and the County desires to cause the Project to be located or continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and the Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Taxable Facilities and the Project within the Park; and

WHEREAS, in connection with the Project, the County and the Company has entered into a Fee in Lieu of Tax Agreement of even date herewith providing for certain payments in lieu of taxes by the Company, as provided therein; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company's investment in the Infrastructure with respect to the Project and the Taxable Facilities, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, following conducting a public hearing on _____;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*. Terms not defined herein shall have the meaning given those terms in the Fee Agreement.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of the Infrastructure" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

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

“*Economic Development Property*” shall have the meaning set forth in Section 12-44-30(6) of the FILOT Act.

“*Fee Agreement*” shall mean the Fee in Lieu of Tax Agreement dated as of even date herewith between the County and the Company, as the same may be amended or supplemented.

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project under the Fee Agreement and/or by virtue of the Project and the Taxable Facilities’ location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“*FILOT Act*” shall mean Title 12, Section 44, of the Code.

“*Infrastructure*” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project and Taxable Facilities, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended.

“*Infrastructure Credits*” shall mean credits against the Company’s Fee Payments described in Section 3.02.

“*Investment Period*” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years from the last day of the property tax year during which the date which the first Project Increment is placed into service.

“*Investment Requirement*” shall mean the aggregate investment of \$11,637,700 in the County, consisting of \$5,015,000 in the Taxable Facilities and \$6,622,700 in Economic Development Property.

“*Jobs Requirement*” shall mean the aggregate creation of 48 new, full-time jobs in connection with the Project.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereto.

“*Ordinance*” shall mean the ordinance enacted by the County Council on _____, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park

agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project and the Taxable Facilities.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall mean the “Project” as defined in the Fee Agreement.

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

“*Taxable Facilities*” shall have the meaning set forth in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to offset a portion of the Cost of the Infrastructure to the Company for the purpose of promoting economic development of the County.

(c) To the best knowledge of the County, the County is not in violation of any of the provisions of the laws of the State, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be

used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County, is there any basis therefor.

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

(a) The Company is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to meet the Investment Requirement and the Jobs Requirement during the Investment Period.

(e) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of any early termination of the Park Agreement prior to the date necessary to afford the Company the full benefit of the Infrastructure Credits hereunder (the "Final Benefits Date"), the County agrees it will use its best efforts to cause the Project and the Taxable Facilities, pursuant to Section 4-1-170 of the Multi-County Park Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the Final Benefits Date.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be

reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, the County shall provide a 25% Infrastructure Credit against the Company's first (1st) through fifth (5th) Fee Payments with respect to the Project. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company.

(b) In addition to the above, in order to reimburse the Company for a portion of the Cost of Infrastructure with respect to the Taxable Facilities, the County shall provide a 41% Infrastructure Credit against the Company's Fee Payments with respect to the Taxable Facilities. The Company shall receive the Infrastructure Credit described in this Section for a period of 30 years, commencing with the first year that a Fee Payment is due with respect to the Project under the Fee Agreement.

(c) The Company shall be responsible for providing the County's Director of Economic Development, prior to receipt of any Infrastructure Credit, with all documentation and certification reasonably deemed necessary by the County to establish the Costs of the Infrastructure with respect to the Project incurred by the Company, and the investment made by the Company to that date.

(d) In the event that the Company fails to meet the Investment Requirement and Jobs Requirement by and through the end of the Investment Period, the Company shall be obligated to repay a prorated portion of the Infrastructure Credits provided hereof with respect to the Project and the Taxable Facilities, with such prorated portion to be calculated by determining the average achievement percentage of the Investment Requirement and Jobs Requirement as of the last day of the initial Investment Period.

For example, and by way of example only, if the Company has invested \$9,000,000 and has created 36 new, full time jobs as of the last day of the initial Investment Period, the Company's pro rata repayment obligation would be calculated as follows:

Investment Achievement Percentage = \$9,000,000/\$11,637,700 = 77.34%.

Jobs Achievement Percentage = 36/48 = 75%

Overall Achievement Percentage = (77.34% + 75%) / 2 = 76.17%

Prorated Repayment Amount = 100% - 76.17% = 23.83% of Infrastructure Credits received

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Investment Requirement and the Jobs Requirement will be counted.

Additionally, if the Company does not meet the Investment Requirement and Jobs Requirement by and through the end of the Investment Period, the Infrastructure Credit with respect to the Project as described in Section 3.02(a) shall terminate and the Infrastructure Credit with respect to the Taxable Facilities as described in Section 3.02(b) above shall be prospectively reduced to 25%.

The Company shall repay any amount determined to be owed to the County under this Section within ninety (90) days after receipt by the County of written notice of the repayment amount. If the repayment amount is not timely paid, such repayment amount shall accrue interest as provided in Section 12-54-25 of the Code, or any successor provision.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(f) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 4.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with the Fee Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Taxable Facilities and the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by State law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. Other than as specifically described in Sections 5.02(d) and 5.02(e) of the Fee Agreement with respect to a failure to reach certain investment or Section 7.03 of the Fee Agreement with respect to a cessation of operations or vacation of the Taxable Facilities, if the County or either Company shall fail duly and punctually to perform any other covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or either Company, respectively, specifying the failure and requesting that it be remedied is given to the County by a Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an “Event of Default”).

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. Other than as specifically described in Section 5.02(d) of the Fee Agreement with respect to a failure to reach certain investment and job creation requirements, no remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for in Section 3.02(a) and Section 3.02(b) hereof have been credited to the Company; provided, however, that this Agreement will not terminate unless the repayment amount as described and calculated in Section 3.02(d) has been paid by the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure

Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Richland County
 Attn: Director, Economic Development
 Administration Building
 2020 Hampton Street, Room 4058
 Columbia, South Carolina 29202

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

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

- (b) if to the Company [PROJECT FENG]

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

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[Signature pages to follow]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of Richland County Council and [PROJECT FENG] have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

ATTEST:

Clerk to Richland County Council

[Signature page 1 to Infrastructure Finance Agreement]

[PROJECT FENG]

By: _____

Name: _____

Title: _____

[Signature page 2 to Infrastructure Finance Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

[Description]



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

Applicant must reside in Richland County.

Name: David Erbacher

Home Address: 209 Redbourne Ln, Irmo SC 29201

Telephone: (home) (864) 567-6328 (work) (803) 978-2013

Office Address: 819 Gervais Street, Columbia, SC 29201

Email Address: David.Erbacher@Hyatt.com

Educational Background: University of South Carolina Bachelors Degree

Professional Background: Hyatt Place Columbia/Downtown/The Vista - Director of Sales

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Accommodations Tax Advisory Committee

Reason for interest: I am directly involved with the hotel industry, The Vista Guild and can bring a lot of hotel insight and positive direction for the committee.

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

I am an outgoing, personable, hard working person with a hotel degree in Hospitality Management and would love nothing more to give back to the city of Columbia.

Presently serve on any County Committee, Board or Commission? The Vista Guild

Any other information you wish to give? _____

Recommended by Council Member(s): _____

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 ^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 ^x _____ No _____

If so, describe: Director of Sales of the Hyatt Place Columbia/Downtown/The Vista

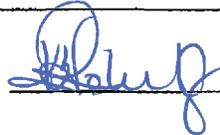

Applicant's Signature

3-24-17
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>3-24-17</u>	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: Andy Briggs
Home Address: 5 Chaparral Ct. Chapin, SC 29036
Telephone: (home) 803-497-5471 (work) 803-978-5530
Office Address: 944 Lake Murray Blvd. Irmo, SC 29063
Email Address: abriggs@solarainvestments.com
Educational Background: BSBA-Marketing, Certified Hotel Administrator
Professional Background: 23 yrs Hotel Experience, 15 yrs as a General Manager, 7 yrs as an owner
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Accommodations Tax Committee
Reason for interest: I own hotels in Richland County (2)

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

Served on numerous boards on state & local level; variety of tourism related i.e CVB's, Lodging Associations & tourism authority.

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: _____

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes X No _____

If so, describe: Director of Capital City Lake Murray County.

Andy B...
Applicant's Signature

3-24-17
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.

2	Staff Use Only	
	Date Received: <u>3-24-17</u>	Received by: <u>[Signature]</u>
	Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved		<input type="checkbox"/> Denied
		<input type="checkbox"/> On file



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

Applicant must reside in Richland County.

Name: Heather Cairns

Home Address: 3559 Overcreek Rd, Columbia, SC 29206

Telephone: (home) 803.446.2873 (work) 803.771.6979

Office Address: 2537 Gervais St, Columbia, SC 29204

Email Address: hmc.law@gmail.com

Educational Background: BS education, Masters in Landscape Architecture, Law Degree

Professional Background: Former Landscape Architect, Current practicing attorney

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

Name of Committee in which interested: Planning Commission

Reason for interest: Been serving for many years, with the impending code rewrite I feel my experience and interest will serve the residents of the county.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: My education and professional background are in land development. My current vocation as an attorney allows for both an attention to detail and a view on the overall scope of the matter. I currently have no engagement with the development community and believe I will have no conflicts of interest on any of the matters we will be addressing.

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

Any other information you wish to give? _____

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 10-15

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

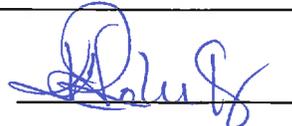
If so, describe: _____

 3/15/17
Applicant's Signature Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>3-15-17</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



+

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

Applicant must reside in Richland County.

Name: **Stephen L. Gilchrist**

Home Address: **113 Springpoint Drive Columbia, South Carolina 29229**

Telephone: (home) **(803) 569-6311** (work) **(803) 361-9479**

Office Address: **2001 Assembly Street Columbia South Carolina 29229**

Email Address: **thegilchristassociates@gmail.com**

Educational Background: **South Carolina State University: Major Performing Arts**

Professional Background: **Former County Administrator, Governor's Office appointee in
Education, Former Research Analysts for the Senate Finance Committee, Former**

Executive Director of the South Carolina Legislative Black Caucus

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: **Richland County Planning Committee**

Reason for interest: **Reappointment**

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

**Having served as a County Administrator as well as having served in numerous leadership
roles in the County and the state with regarding to Planning and Economic Development, I
fully understand the needs of the County and County Government and believe my skills set
will continue to be an asset to the committee. I was honored to be elected again by my
colleagues on the Planning Commission this year to be their Chairman again. I am also
honored that under my leadership as Chairman last year, the Commission began
undergoing a much needed Code rewrite to further advise Council as to the appropriate
guidance for Planning, Development and Economic Development. We look forward to
beginning that work in earnest now until its completion.**

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

Any other information you wish to give? *I want to thank My County Councilman Mr. Calvin "Chip" Jackson, along with Chairwoman Dickerson and Members of Council for allowing us to serve the citizens of Richland County.*

Recommended by Council Member(s): **Councilman Calvin "Chip" Jackson**

Hours willing to commit each month: **Whatever is needed!**

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

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: _____

J. H.
Applicant's Signature

3/22/17
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>3-24-17</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject:

Designating a "Cultural and Historic Room" in the Decker Center

February 28, 2017 - The Committee recommended that Council approve the following directives:

- Create an area in a prominent place in the front of the Decker Center to display a portrait and any additional narratives, as appropriate, of former Chief Magistrate Judge Walter Jones, Sr.
- Identify a space in one of the conference rooms in one of the front courtrooms to be used as a location to retain memorabilia, inclusive of historical items specific to former Chief Magistrate Judge Walter Jones, Sr., that is representative of the history of the Judicial system.
- Set criteria to ensure that any future portraits and / or historical items that are displayed have a level of distinctiveness.
- Name the conference room where the historical memorabilia will be displayed after former Chief Magistrate Judge Walter Jones, Sr.
- Staff will work with the Decker Center Ad Hoc Committee to ensure the aforementioned directives are carried out. Additionally, staff will work with the family of former Chief Magistrate Judge Jones' family relative to the portrait and any related narratives.

March 7, 2017 - Council deferred this item to the Decker Ad Hoc Committee.

RESOLUTION NO. _____

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (HAMMOND SCHOOL PROJECT) SERIES 2017, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$21,000,000.

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

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

WHEREAS, the Authority and Hammond School, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Borrower") entered into an Inducement Agreement dated as of March 15, 2017 (the "Inducement Agreement") pursuant to which and in order to implement the public purposes enumerated in the Act, the Authority proposes, subject to such approval of the State Fiscal Accountability Authority and Richland County, South Carolina (the "County") as may be required by law, to issue its not exceeding \$21,000,000 aggregate principal amount Economic Development Revenue Bonds (Hammond School Project) Series 2017 (the "Bonds") pursuant to Section 41-43-110 of the Act, and to loan the proceeds thereof to the Borrower (i) to defray the costs of construction, renovation, equipping and improving certain facilities of the Borrower as part of the Borrower's *50 Forward Capital Campaign* initiative, including, but not limited to (a) construction and equipping of a new Innovation Center, (b) renovation of the Upper School Gym; (c) construction and equipping of a new Lower School playground; and (d) construction and equipping of a new Lower School Innovation Center (collectively, the "50 Forward Projects" and together with the projects financed with the proceeds of the hereinafter defined Refunded Bonds, the "Project"); (ii) to pay capitalized interest, if any, on the Bonds; (iii) to fund the debt service reserve requirement, if any, with respect to the Bonds; (iv) to refund all or a portion of the Authority's \$5,000,000 Variable Rate Demand Purchase Revenue Bonds (Hammond School Project), Series 2005 (the "Refunded Bonds"), currently outstanding in the principal amount of \$5,000,000; and (v) to pay certain costs of issuance with respect to the Bonds. The Project is

located at 854 Galway Lane in Columbia, Richland County, South Carolina and is and will be owned and operated by the Borrower; and

WHEREAS, the Borrower projects that the assistance of the Authority by the issuance of the Bonds and loaning the proceeds thereof to the Borrower will result in the maintenance of 111 jobs, and will stimulate the economy of the County and surrounding areas by increased payrolls and other public benefits incident to such business; and

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

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

SECTION 1. It is hereby found, determined and declared that the Project (a) will subserve the purposes of the Act; (b) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; **(C) WILL NOT GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS;** (d) the amount of the Bonds required to finance the 50 Forward Projects and refund the Refunded Bonds is not exceeding \$21,000,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council of the County supports the Authority in its determination to issue the Bonds the proceeds of which will be used to defray the costs of the 50 Forward Projects, to pay capitalized interest, if any, on the Bonds; to fund the debt service reserve requirement, if any, with respect to the Bonds, to refund the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds.

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

Adopted this 18th day of April, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair of County Council
Richland County, South Carolina

(SEAL)

ATTEST:

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

Richland County Council Request of Action

Subject:

An Ordinance authorizing deed to the City of Columbia, water lines for Ballentine Branch Library Dutch Fork Road; Richland County TMS#03303-01-06 & 02 (Portion); CF#336-15

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

DEED TO WATER LINES FOR BALLENTINE
BRANCH LIBRARY DUTCH FORK ROAD;
RICHLAND COUNTY TMS#03303-01-06 & 02
(PORTION); CF#336-15

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County (also hereinafter referred to as "Grantor") of Columbia, South Carolina, does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead to fire hydrants lines (including 6" DIP) and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #336-15, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a 24"x6" tapping sleeve, valve and tie to an existing 24" City water line (CF#220-22), located in the southern right-of-way of Dutch Fork Road (US Hwy. #76), one hundred seventy-five (175) feet south of the southwestern corner of "Library Building"; thence extending therefrom in a northerly direction crossing Dutch Fork Road and onto the subject property, for a distance of one hundred two (102) feet to a 45° bend, located on the subject property seventy-three (73) feet south of the southwestern corner of said "Library Building"; thence turning and extending therefrom in a northeasterly direction along the subject property, for a distance of twenty-one (21) feet to a meter valve, located on the subject property one hundred two (102) feet southwest of the southeastern corner of "Library Building"; thence terminating.

ALSO, a 6" water line beginning at a 6"x6"x6" tee on the aforescribed 6" water line, located on the subject property one hundred thirteen (113) feet southwest of the southeastern corner of "Library Building"; thence extending therefrom in a northwesterly direction along the subject property, for a distance of thirteen (13) feet to a fire hydrant, located on the subject property one hundred ten (110) feet southwest of the southeastern corner of said "Library Building"; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, its contractor, agent or any other party acting on behalf of the Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in the development of property served by said water lines and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of ingress, egress, operation, reconstruction, repair and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also granted herein is an easement over lands of Grantor for access, ingress and egress across all private drives, alleys, buffers, roadways, common areas and parking areas for operation, maintenance, reconstruction, extension of services and repair of all water lines for this development.

APPROVED AS TO FORM

NAH 3.15.17

Legal Department City of Columbia, SC

This conveyance also includes all water line easements shown on a set of record drawings for Ballentine Branch Library, in Richland County and near the Town of Irmo, South Carolina, dated October 16, 2015, last revised March 13, 2017, prepared for Richland County by Cox and Dinkins, Inc., McTilden Atkins, III, S.C.P.E. #23105 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #336-15.

These water lines are more clearly delineated on a set of record drawings for Ballentine Branch Library, in Richland County and near the Town of Irmo, South Carolina, dated October 16, 2015, last revised March 13, 2017, prepared for Richland County by Cox and Dinkins, Inc., McTilden Atkins, III, S.C.P.E. #23105 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #336-15.

bdm

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ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Ballentine Branch Library with Richland County as Grantor and the City of Columbia, as Grantee, this _____ day of _____ 20_____

State Bar Number and License#: _____

COVENANT

At any future time should any part of the real property become contiguous to the City limits of the City of Columbia, all then current owner(s) of the entire parcel of real property will petition to have the real property annexed into the City of Columbia by submitting a proper and sufficient annexation petition at such time as the City of Columbia makes a written request to the then current owner(s) to submit the petition for annexation required by this Covenant.

ENFORCEMENT OF COVENANT

Failure of the owner(s) to submit the petition for annexation required by the Covenant upon written request by the City of Columbia to cause such real property to be annexed into the City of Columbia upon any portion thereof becoming contiguous to the City limits of the City of Columbia will result in a termination of water or sewer service to all of the real property until such time the owner(s) of the real property cause the real property to be annexed into the City of Columbia. Additionally, this Covenant may be enforced by an action for specific performance. In addition to the remedies specifically set forth herein, all public and private remedies allowed by law or in equity against anyone in violation of this Covenant shall be available. All of the remedies set forth herein are cumulative and not exclusive. Any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia shall be entitled to bring an action for enforcement of the Covenant at such time as the City of Columbia has made the written request upon the then current owner(s) to submit a proper and sufficient annexation petition as required by the Covenant and the then current owner(s) have failed to submit the aforesaid petition within thirty (30) days of the written request.

The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to bring an action to enforce this Covenant shall not operate as a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia fail to bring action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

DURATION OF COVENANT

This covenant shall run with the land and shall be binding upon any person or entity having any right, title or interest in the real property, or any portion thereof, including Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, forever.

INTERPRETATION

In interpreting words in this Declaration of Covenant, unless the context shall otherwise provide or require, singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

The headings are included for purposes of convenient reference and such shall not affect the meaning or interpretation of this Declaration of Covenant.

Request of Action Background Information

An Ordinance authorizing deed to the City of Columbia water lines for Ballentine Branch Library Dutch Fork Road; Richland County TMS#03303-01-06 & 02 (Portion); CF#336-15

County Council authorized the purchase of the referenced property for the purpose of a new location of Richland Library in the community of Ballentine. Richland Library has built a new library on the property. Water meters have been purchased from the City of Columbia, who is supplying water service, for the project. The City requires that a deed be executed conveying the water lines including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries leading to fire hydrant lines and all components to complete the system.

This transfer is typical of all projects serviced by the City of Columbia Water Department and is a requirement for the Library to receive a Certificate of Occupancy and open to the public.