

RICHLAND COUNTY
COUNTY COUNCIL AGENDA

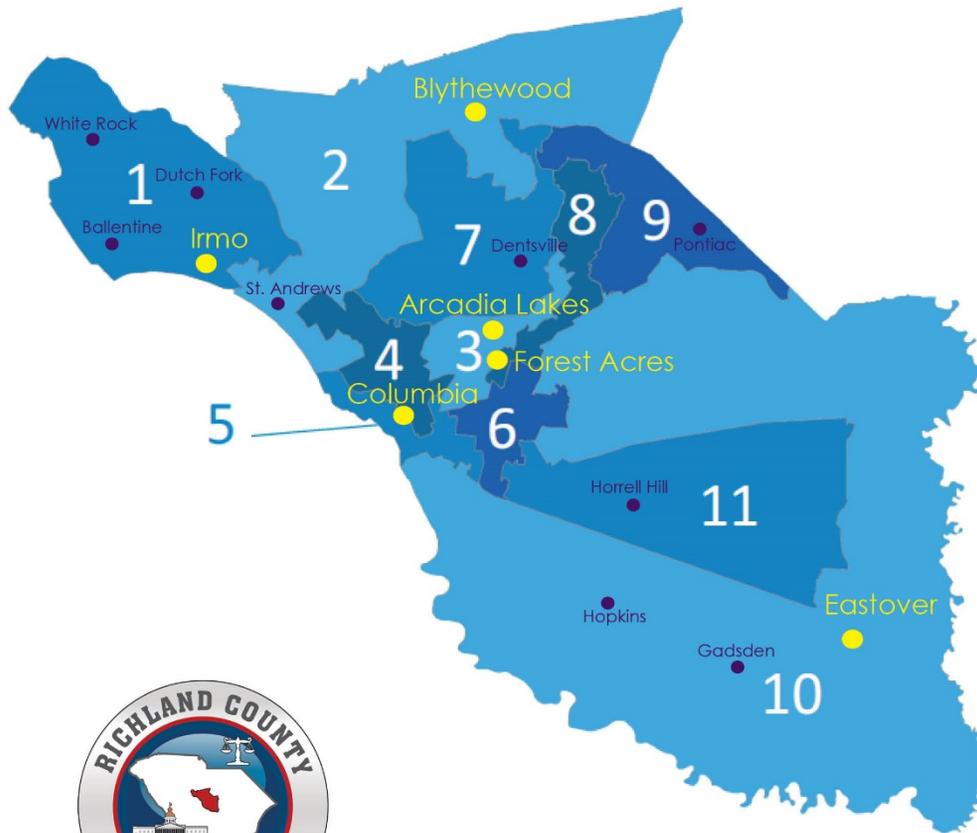


Tuesday, DECEMBER 05, 2017

6:00 PM

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



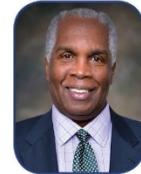
Greg Pearce
District 6



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
December 05, 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 Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** The Honorable Joyce Dickerson
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: November 14, 2017 [PAGES 9-32]
 - b. Zoning Public Hearing: November 16, 2017 [PAGES 33-40]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith, County Attorney
 - a. Employee Grievances (5)
 - b. Legal Advice: Regarding Transportation Bond Ordinance
 - c. Potential Litigation: Class Action
 - d. Contractual Matter: Land Acquisitions
 - e. Pending Litigation: Public Interest Foundation vs. Richland County
7. **CITIZENS' INPUT**

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

8. REPORT OF THE COUNTY ADMINISTRATOR

Gerald Seals, County Administrator

- a. Employee Grievances (5)
- b. Countywide Stormwater Consortium
- c. Richland County Judicial Center Facilities Needs Assessment Presentation
- d. Project A Unveiling
- e. Presentation of surplus fire trucks dedication plaques

9. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts, Assistant
Clerk of Council

- a. December Meeting Schedule:
 - 1. December 12 - Special Called Council Meeting, 6:00 PM
 - 2. December 19 - D&S (5:00 PM) and A&F (6:00 PM) Committees and Zoning Public Hearing (7:00 PM)
- b. 2018 Council Meeting Calendar [PAGES 41-42]
- c. Richland County Magistrates Holiday Luncheon, December 6, 11:30 a.m., Brookland Banquet & Conference Center, 1066 Sunset Blvd., West Columbia
- d. Richland County Conservation Commission and Richland Soil & Water Conservation District Holiday Drop-In, December 12, 4:30 - 6:00 PM, County Administration Bldg., 3rd Flr. Atrium
- e. Central SC Holiday Drop-In, December 14, 5:00 - 7:00 PM, 1201 Main St., Ste. 100 - CSCA Atrium

10. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. Domain Change
- b. Personnel Evaluation Update

11. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Joyce Dickerson

- a. A Resolution in support of the issuance by the South

Carolina Jobs-Economic Development Authority of its Hospital Revenue Bonds (SC Health Company) 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 \$1,500,000,000 and authorizing a pledge of revenues of SC Health Company in connection herewith

12. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. 17-022MA
Chuck Munn
RU to RS-LD (38 Acres)
5339 Hard Scrabble Road
TMS # R20500-04-06 [SECOND READING] [PAGES 43-44]
- b. 17-034MA
Crudie Torian
PDD to PDD (.5 Acres)
113 Barton Creek Court
TMS # R20206-03-03 [SECOND READING] [PAGES 45-48]
- c. Extension of Waverly Magistrate Lease [PAGES 49-53]
- d. A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Hospital Revenue Bonds (SC Health Company) 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 \$1,500,000,000 and authorizing a pledge of revenues of SC Health Company in connection herewith [PAGES 54-61]

13. THIRD READING ITEMS

The Honorable Joyce Dickerson

- a. Authorizing (1) the execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the "County"), and Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils L.L.C., acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), in connection with certain additional investment to be located in the County; and (2) other matters related thereto [PAGES 62-74]
- b. Authorizing the execution and delivery of a fee-in lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Charter Nex Films,

Inc. to provide for payment of a fee-in lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 75-112]

14. FIRST READING ITEMS

- a. An Ordinance Authorizing a deed to 908 Group Holdings, LLC, for 1328-1400 Huger Street; also described as TMS #09009-11-04 and 09009-11-05 [BY TITLE ONLY]

15. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Greg Pearce

- a. Request of Board of Voter Registration and Elections: Repeal of Ordinance Section 1-16 of Chapter 1, General Provisions of the Richland County Code of Ordinances [PAGES 113-115]

16. NOTIFICATION OF APPOINTMENTS

- a. Richland Memorial Hospital Board - 3
 - 1. Michael B. Bailey [PAGES 116-117]
 - 2. Cynthia "Cindy" Ottone [PAGES 18-124]
 - 3. Ronald Scott [PAGES 125-130]
 - 4. Maryanne Warner Belser [PAGES 131-132]
 - 5. Richard J. Wassermann [PAGES 133-141]
- b. Planning Commission - 1
 - 1. Mettauier (Tau) L. Carlisle [PAGES 142-143]

17. ITEMS FOR ACTION FROM RULES & APPOINTMENTS

- a. I move that 2020 Hampton Street discontinue the practice of scheduling meeting for Council members at the same time [MANNING] [PAGE 144]

18. OTHER ITEMS

- a. FY18 – District 3 Hospitality Tax Allocations [PAGES 145-146]

19. CITIZENS' INPUT

- a. Must Pertain to Richland County Matters Not on the Agenda

20. EXECUTIVE SESSION

Larry Smith, County Attorney

21. MOTION PERIOD

- a. Without prior notice, in June 2017 the City of Columbia raised the storm water management fees for Hamilton Owens Airport by 74% creating a severe financial hardship on airport operations. This increase amounts to 27% of the airport's annual operating budget even though less than one percent of airport stormwater is managed by the City. Attempts to negotiate these rates have proven unsuccessful at the staff level. Recent studies have shown that a Hamilton Owens Airport has a 14+ million dollar economic impact on the City of Columbia. This Motion requests that further payments of this unreasonable storm water management fee be withheld until such time as City officials provide a rate structure that is more tenable and consistent with the actual service being provided

The Honorable Greg Pearce

- b. Explore potential funding options for the CMRTA after the Transportation Penny ends

The Honorable Joyce Dickerson

- c. To coordinate a courtroom unveiling in honor of Judge Sims; one of the longest serving "female " judges.

The Honorable Joyce Dickerson

- d. Richland County terminate their association with the South Carolina Association of Counties

The Honorable Joyce Dickerson

22. ADJOURNMENT

The Honorable Joyce Dickerson



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

REGULAR SESSION
November 14, 2017 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL 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; and Seth Rose

OTHERS PRESENT: Gerald Seals, Brandon Madden, Jamelle Ellis, Tracy Hegler, Beverly Harris, Sandra Yudice, Michelle Onley, Shahid Khan, Stacey Hamm, Ismail Ozbek, Jennifer Wladischkin, Dwight Hanna, Ashiya Myers, Larry Smith, Roger Sears, Tony Edwards, Shane Kitchens, Heather Brown, Nancy Stone-Collum, Tim Nielsen, Jeff Ruble, Quinton Epps, Dan Cole, Geo Price, and Kimberly Willams-Roberts

CALL TO ORDER – Ms. Dickerson called the meeting to order at approximately 6:00 PM.

INVOCATION – The invocation was led by the Honorable Calvin “Chip” Jackson

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by the Honorable Calvin “Chip” Jackson

APPROVAL OF MINUTES

- a. Regular Session: November 7, 2017 – The minutes were approved unanimously.

ADOPTION OF AGENDA – Mr. Seals requested that the “Fire Service Contract Update” be taken up under the Report of the Attorney for Executive Session instead of the Report of the County Administrator.

Mr. N. Jackson stated after discussions with staff he wished to withdraw the following motion: “Immediately move forward with the approved Sewer Line proposal before the February deadline where the County could possible lose millions in funding” until further notice.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to move Item 17(a): “I move that Council’s standing Rules and Appointments Committee study the possibility of electronic voting. This would include due diligence of best practices generally and specifically models utilized by other South Carolina counties. Additionally, the South Carolina House of Representatives’ process should be considered as it was presented as a model when Council voted to have on the record voting like the House did. Recommendations of the Committee should then be brought to Council for consideration and possible action”, which was forwarded to Council without a recommendation, up on the agenda since it directly impacts the manner in which votes are being cast at tonight’s meeting.

The vote was in favor of moving Item 17(a) up on the agenda.

Mr. Manning moved, seconded by Mr. Pearce, to move Item 18(h): “Program Interns: Overview” to immediately following the Report of the Chair.

The vote in favor was unanimous to move Item 18(h) to immediately following the Report of the Chair.

Mr. Manning moved, seconded by Mr. Pearce, to adopt the agenda as amended.

In favor: Malinowski, C. Jackson, Myers, Pearce, N. Jackson, Livingston, Rose, McBride

The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

- a. Contractual Matter: Communications
- b. Fire Service Contract Update

CITIZENS INPUT: For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. Financing Recommendations – Mr. Seals stated at the last meeting there were some issues concerning an item that is on the agenda which has to do with the issuance of bonds for the future of the Penny Program. The Transportation Penny is experiencing chronic cost overruns. In fact, we estimate those overruns to be currently at \$134 million. In order to address that issue, Council has been taking a look at the issuance of bonds and has basically been considering 3 options: the issuance of bonds at \$250 million level, the issuance of bonds at a \$311 million level or a pay as you go arrangement. Then last week, a motion was made on the ordinance itself and it was set at \$240 million. At that time, a request was asked of the County Administrator as to whether or not he had a recommendation. He stated he did not nor did he intend to recommend one. That was not a statement of impudence. What has been presented to Council are items that have been vetted and discussed. As he understands his role, it is to make a recommendation to Council to cure the issue of the overruns. And frankly, neither of those solutions will do that. Therefore, he did not recommend. We can make the options work, but it will not stop the cost overruns.

There is a solution and the solution should be one to please County Council. The solution and his recommendation is to simply implement the County's ordinance (039-12HR). The ordinance is the one County Council adopted to implement the provisions of the referendum. Basically, if you bring the Penny Program back into full compliance with the ordinance the cost overruns will self-correct.

Operating pursuant to the provisions of the ordinance will bring about a self-correction and creates the possibility of having funds to do more than what was originally anticipated. It does however require the County to look at how it is going to operate from this point on and the only thing he is recommending is that we operate according to Ordinance # 039-12HR. County Council has the option to do something different, but that is his recommendation. He apologized that he was not able to provide the report to Council prior to tonight's meeting, but he did the bulk of the work on his own and was just able to complete it. He wanted to ensure that Council had his recommendation and have an opportunity to read the report. If there are questions, he is certainly available and will answer them. The bottom line is that the County comply or operate within the parameters of its own ordinance.

Mr. C. Jackson requested a brief synopsis of Ordinance 039-12HR since he has not read the report and was not on Council at the time the ordinance was passed.

Mr. Seals stated the ordinance has several features. Essentially it gives to County Council two fundamental responsibilities. To receive the funds generated by the sales and use tax through the penny and disperse the funds. In effect, the way the ordinance is written, it is a pass through. The municipalities and State are then to submit a request annually for funds to the County Administrator, who then will pass those requests on as a budget request that goes to County Council. The County Administrator is required to give a very detailed accounting of what those requests are and to show that they match up with the items that were anticipated in the referendum. County Council then takes action and those funds are then dispersed to those entities. The County's portion of the penny initiative is roughly 13 – 14% and is mainly dirt roads and resurfacing. Nowhere in the ordinance does it contemplate the County performing the role of road solver. Instead it recognizes that political subdivisions are not subordinate to the County; therefore, it passes the money on to them using an accountability mechanism. Those entities are responsible for carrying out the work they believe they can do in a certain period of time.

Mr. C. Jackson stated that sounds eerily similar to what is often proposed at the Federal government level where they do the same thing. They call it block grants. He further stated his experience in the field of education is that has not been very successful. In well organized and structured communities and community groups it works well. In those cases where they have not been organized and aren't that structured it works horribly and it fails. To assume that every community out there is equal; therefore, the process will be treated equally and fairly is an assumption that he does not feel exists.

Ms. Myers stated for clarification that the Penny projects would be outlined the way the budget process is.

Mr. Seals responded in the affirmative. The projects are specifically identified and you cannot add or take away any projects without coming back to County Council. The requirement, since it was adopted as an ordinance, it has to come back to Council and only Council is authorized make any changes. And those changes have to be done by having three readings and a public hearing.

Ms. Myers stated for clarification that technically we are out of compliance right now.

Mr. Seals responded in the affirmative.

Ms. Myers stated your recommendation will bring us back into compliance and add a budgeting/management layer between the County and the PDT. They continue to keep doing their work but under the budget rubric that is similar to other agencies.

Mr. Seals stated that is required in the ordinance.

Mr. N. Jackson inquired if this will prevent or stop cost overruns.

Mr. Seals stated you are dealing with political subdivisions, the City and the State; however, there is in the wisdom of the ordinance something that is put in place that should stop any cost overruns. In other words, any item that exceeds what is originally stipulated in the ordinance has to come to County Council. There has to be a finding by County Council that allows overrun to take place. That means that is a fiscal matter that is a responsibility of Council then to make whatever adjustments to maintain the balance that equals the permission given by the referendum and ordinance. For example, if you go out to bid and you find there is an item that exceeds what was budgeted, the requirement is to bring that back to Council.

Mr. N. Jackson stated in the report we are getting from the PDT there were cost overruns. The problem was that if we had continued along that line we would run out of money. The concern to his constituents, especially the rural communities, they were told all these dirt roads will be paved and we continue to have cost overruns. At the end of the day, if we had continued down that line there would not be any money left.

Mr. Seals stated the ordinance makes County Council the clear arbiter and decision maker of how this is carried out. His recommendation to implement the ordinance has nothing to do with any kind of feelings toward any particular group. As he understands his responsibility, which is fiduciary, it is we have a fiscal issue and how do we fix it. What is exciting to him is the correction is already there, which is to implement the ordinance. Within that Council has a lot of flexibility as to who it wishes to manage its projects, but having said that, it does mean the ordinance is based on recognition that there are political subdivisions who are capable of making their own decisions.

Mr. N. Jackson stated for clarification that bonding and receiving funding upfront would not have any effect on the ordinance.

Mr. Seals stated it is interesting there have been a lot of confusing talk and news publications that are indicating that everything rides on the bonding. That is a poor reading of the ordinance. The ordinance always anticipated pass through. And then the ordinance brought up the \$450 million as a possibility that Council could use in order to make sure the program got off to a good start. If you read it very carefully that is what it really says. It is always anticipated a kind of pay as you go, but it recognized there was a startup period. It apparently was unknown what the startup period would entail, how much work could be done and how quickly. It appears the number \$450 million had a purpose to facilitate a start and get it through its first couple years of operation.

Mr. Livingston stated for clarification that when Mr. Seals refers to cost overruns he is talking about the difference in the costs in the referendum versus the current costs of doing business today.

Mr. Seals stated that is one way to look at it. He stated he has tried to be particularly careful and Council will see in the report a detailed comparison of what was anticipated and what has occurred. There has also been cost underruns of approximately \$26 million bringing the total in overruns to approximately \$103 – 104 million.

Mr. Manning stated he is hearing the ordinance says there is stuff that should be coming to Council for approval and I have the understanding there is a Horizon group that establishes the agenda that comes before Council. So he is kind of curious as to why if the ordinance says stuff should be coming to Council and stuff comes to Council through an agenda, and there is a group that meets to formulate the agenda. Where did it get stopped that when he comes down here in not elected leadership position, thus not a part of the agenda setting group, why do I get down here and not have stuff before me that an ordinance says for a couple years now should have been coming before the body.

Ms. Dickerson stated she will follow up on Mr. Malinowski's response to Mr. Manning's inquiry.

Mr. Malinowski stated the agendas, as they are set, are set based on information that is provided to the committee from staff, and the committees that have met and what to forward items to Council with different recommendations. This is the first time that we are being given information on this problem because this is the first that we are being told about these cost overruns. The fact that we are just hearing about it. That is why this item is on the Administrator's Report to give us an update on what has been happening and what we can do to correct it.

Mr. Seals stated he respects Council's deliberation and debate, but it is something that is important that needs to be said. There is enough blame to pass around. Staff did not do its job. The ordinance is very clear, but staff has a responsibility to receive budget requests. In looking at this item, as you remember when I arrived a little over a year ago there were some things I requested. And they came as a result of looking and seeing there were some problems in the ordinance. Specifically asked at that time was, where was the budget? And as you know, we have spent the better part of 8 months trying to correct a variety of things in terms of the budgeting process. So to move the needle, in terms of blaming, let's put that foursquare on staff. He stated he could read the ordinance and tell you, he's not saying this just to placate. His interest is to do what you have asked him to do and that is how to fix this. We can blame a whole lot, but the reality is there is enough blame to go around. Staff did not do its job. And what Council hired him to do is to identify these lapses and fix them. The good news is we can fix it. This is not something we have got to install. This is something that is already there. All we have to do it comply with it.

Mr. C. Jackson stated he also was not here during the initial process. However, from what he has heard and what he has read and learned, if the original projections that were given and done by the company whose report he requested and Mr. Seals provided to him. If those projections were inaccurate then the current charges, which are now being classified as cost overruns would be a mischaracterization because the current charges are based upon inaccurate projections from the start. He thinks before we start publicly simply labeling huge cost overruns in the hundreds of millions of dollars we want to be sure the projections that those costs were based upon are accurate. Then we are able to make more definitive statements about where we are today. He reiterated his point, that in order to be fair and consistent throughout the County, he would like for Council to be sure it is prepared to become a monitor of a process that will work well in some areas and not well at all in other areas.

Mr. Seals stated he does not offer this as a debate, but part of his review was to take a look at the Parsons Brinkerhoff estimates. While he readily admits he does not do this work on a day to day basis, he does not find evidence that the calculations are incorrect. We did call Parsons Brinkerhoff and looked at the methodology. While he cannot vouch for the numbers, the methodology is the sound methodology for projecting. Remember most of the cost overruns we are talking about fall within a 2-3 year timeframe. The correction is within the ordinance.

Ms. Dickerson stated she wants to follow up on Mr. Malinowski's comments. We compile the agenda based on the information that comes from Council or is retained from staff at the Horizon meeting that is held the Wednesday before the Council meeting. We also recognize all the committee reports. That is the only information that she has to go on when she works on setting the agenda with staff's assistance. If Council does not tell her what to do it does not go on the agenda. As you know, you have the privilege to amend or send in any amendments that you want.

Ms. McBride stated this is a follow-up question to Mr. Jackson. She stated she too is new and not aware of a lot of the things that happened prior to now. But if the overrun is in violation to the ordinance we cannot go back and repair that.

Mr. Seals stated he believes that is a question for the County Attorney. He believes at some point Council does have to amend or recognize those. There is a process that has been used, called the CTIP process. There are some who would argue that Council made changes through that process. However, the ordinance is very clear and the caution he would have is that the amending action of Council has to be specifically before Council. And Council has to understand what in fact is before it. It requires an amending ordinance, a public hearing and 3 readings.

Mr. Smith stated in terms of what has already occurred, the Council has the discretion to go back and ratify what has already happened. In order to do that it would still need to have 3 readings and a public hearing to take into consideration the current numbers for those projects where the costs exceeded the numbers currently in the ordinance.

Ms. McBride stated for clarification the ordinance was flawed.

Mr. Smith stated he is not suggesting the ordinance is flawed. He believes what has occurred is there were some cost overruns and perhaps there was some thought that was addressed through the CTIP, which the Council from time to time approved. However, that was not the correct mechanism to address that issue. The correct mechanism would have been the ordinance and 3 readings and a public hearing.

Ms. McBride stated what she is getting at is, if the process was right and somewhere the process was not followed, if you follow the process now why wouldn't an ordinance need to be amended.

Mr. Smith stated Council would amend the ordinance to address what has previously occurred. If you recall when we had the work session, there were comments made which indicated that perhaps the Council may need to re-prioritize some projects and perhaps eliminate some projects. If you did the elimination of any projects or reduced the scope of any projects then that would again, to the extent that those projects are a part of the ordinance and those projects have a specific amount attached to them. If that changes then you would have to do it by way of amendment to the ordinance.

Ms. McBride stated for clarification that we could amend the ordinance to address the changes. But as we look at it now, we are talking about amending it and doing a totally different process.

Mr. Smith stated he is not sure we are talking about doing a totally different process. If you recall, when we did the work session on of the things we talked about was what process the Council would use in order to address this. The previous Council had developed a prioritization set of criteria that was used at that time to determine how you would set the priorities for these projects. That was a beginning point of discussions about how you would change these projects. There have been subsequent statements that have been made about, well you need to also look at what projects that have already been let or in the process of being procured and what stage they are in. The Council needs to develop a process to decide how it will change this ordinance. Once you develop the process and decide what you want to change and how you want to change it, then he thinks we can go about the process of changing it pursuant to the ordinance, which will require 3 readings and a public hearing.

Mr. Livingston stated just to try to clarify things, remember a lot of the changes to the projects that have been made up until this point have come before Council. But what had happened was that Council only took one reading on those things. What is being said now is that it requires 3 readings and a public hearing. Mr. Smith has said to make that correct, we have to henceforth make sure there is 3 readings and public hearing and perhaps go back and ratify the decisions already made. Keep in mind, we made that without the information we have now. Had he been informed at that time that we needed 3 readings and a public hearing it would have happened. That fixes the process, but it does not fix the way we are going to deal with projects because we still cannot spend more money than we have. So we will still have to come up with a way of reducing or cutting back on projects.

Mr. C. Jackson stated Mr. Seals made a comment regarding his review of the methodology and his level of confidence that it was not flawed, but he did not speak to, as a result of the methodology, the assessment that was done onsite in our County of those projects on the list and the estimates

given based on that methodology. In theory, Mr. Seals is probably correct; however, in practice of trying to determine what amount money in dollars is needed in roads, highways, etc. he would challenge that the process for making that determination and those dollars per square feet or square mile were not accurate at all based upon the report Mr. Seals provided him from the company. The other point is he wants to be clear, based upon what we are talking about tonight, whether or not this means the request to move forward with bonding, as it relates to finding the funding not to simply use bonding to correct the overruns, but bonding to provide funding that moves projects along at a much quicker pace. The determination was to ensure that we got moving, and got moving quicker, than the monies coming in and not to correct underruns. So make sure I'm clear, this does not impact the plan or the decision to bond in order to get more dollars in a coffer to be able to move projects along quicker while we are debating a change in the process.

Mr. Seals stated what he has given Council is his recommendation, which specifically speaks to the issue of how to restore the penny to fiscal health. He does not mean to in anyway say Council should not proceed as it wishes to proceed. However, he would ask that you take a look at the report. He believes there is a fundamental issue Council may wish to consider, which is to what extent is it willing to lend its full faith and credit to outside or other political subdivisions.

Mr. C. Jackson inquired if Mr. Seals answered his question as it specifically relates to bonding. He stated the last discussion we had in this room was about the possibility of which level and tonight he is asking is that on or off the table.

Mr. Seals stated that is Council's prerogative.

Mr. C. Jackson inquired for clarification, to determine if it is on or off the table?

Mr. Seals responded in the affirmative.

Mr. N. Jackson stated the ordinance was specific. Parsons Brinkerhoff were on point with their estimate. There is nothing wrong with Parsons Brinkerhoff. We had a watchdog group called the TPAC and they are supposed to make recommendations to Council before any changes are made. Council received a cost of the projects. We were told what the project costs and we approved it. It is after, in discussions with the PDT, we found out there were cost overruns and we were told that we approved it. We were not told it was cost overruns before Council approved it or it would never happen. He would have had it stopped and have it investigated why and how we could change it because, as the ordinance said, and he said to his colleagues, any changes would have to have 3 readings and a public hearing. So he wants to be clear and there is no misunderstanding with the public that Council knew of the overrun and approved it. We were not told the projects were overrun until after. He stated he is glad the Administrator is reminding Council the ordinance is there and we should follow the ordinance. If we had been doing that from the beginning there would be no cost overruns. We have the TPAC Committee and they are the ones that are supposed to make the recommended changes. They are supposed to vet it similar to the Planning Commission. Any changes should go to them. They vet it. They make a recommendation to Council and if we make any changes we have 3 readings and a public hearing.

Mr. Livingston stated for the record that he was aware when information was presented to him, in terms of the difference in the costs and the Brinkerhoff report. He was clearly aware that the costs were different and he voted on it because it came before Council. At that particular time, he was not informed and did not think it required 3 readings and public hearing. But he was clearly aware, and it was presented to him, the difference in the costs.

Ms. Myers inquired for clarification if Mr. Seals is referring to Section 3(b) of the ordinance that Council has not been following.

Mr. Seals responded in the affirmative.

Ms. Myers further clarified that is under the Section entitled, "Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties; Confidentially." So essentially, those 3 paragraphs would be the guiding language for how we are meant to be apportioning money under the penny. And were we to make changes it will require a change to the subsection. Under the subsection, we do not have to agree that the Parsons Brinkerhoff study was correct. It may be correct, but based on today's cost of concrete and asphalt it may just not be right for today's dollars. So implementing this and going forward, adopting and/or ratifying the action taken in the past to comply with the ordinance we could still make up the difference. She inquired if Mr. Seals is suggesting that we can do this with or without bonding.

Mr. Seals stated you could do it without bonding.

Ms. Myers stated she will reserve comment until she has read the report submitted by Mr. Seals.

Mr. Seals stated he wants to make sure it is understood, he does not make decisions above the staff level. His job is to apprise Council of something and make a recommendation. The recommendation is to implement the ordinance. He does not believe that recommendation precludes Council from engaging in some level of bonding.

- b. Richland County Historical Resources Guide – Ms. Hegler stated on behalf of the Conservation Commission she requested to allow Dr. Donaldson with the USC – Dept. of History to present his work he has done with a grant from the Conservation Commission and a group of research students.

Dr. Donaldson stated on the Conservation Commission's website you will find an extensive guide to historical resources related to the County. For approximately a year, he and the students traveled around the County to help underscore the central mission of the Conservation Commission, which is to identify, preserve and promote the County's natural, cultural and historical resources. They focused specifically on the identification of largely unknown or obscure sites, structures, spaces, and stories around the County. They visited librarians, archivists, and scholars. They traveled to repositories around the County and throughout the country. In the report, you will find an extensive listing of books, journal articles and other publications about our County. Regrettably many of the items identified are not widely known by the public. He stated he is very excited the History Room of the Richland Library will carry on our work. While substantial work has been done in this area, there are 3 categories that guided their work: silences around issues of race, classes and gender. They saw very clearly there were certain people, sites and areas that have been privileged. And there are a number of sites, people and areas that have been silenced or overlooked. When you read the extensive report provided to the Conservation Commission, you will see recommendations of areas that are quite important to underscore and identify.

REPORT OF THE CLERK OF COUNCIL

- a. REMINDER: St. Andrews Grand Opening, November 15th, 10:00 AM – Noon, 2916 Broad River Road – Ms. Roberts reminded Council of the Re-opening of the Richland Library's - St. Andrews Branch on November 15th at 10:00 a.m.

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- b. November Committee Meetings – Ms. Roberts reminded Council the committee meetings will be held on November 16th beginning at 5:00 PM.

REPORT OF THE CHAIR

- a. Midlands Technical College Ribbon Cutting – Mr. Malinowski stated he saw how taxpayer funds are being usefully spent with Midlands Tech’s new resource center. Mr. Seals, Mr. Pearce and Mr. Livingston so attend the ribbon cutting.

Mr. Pearce stated they gathered over at the Beltline Campus for the ribbon cutting. Mr. Seals, Mr. Livingston, and Mr. Pearce spoke on behalf of the County.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

Program Interns: Overview – Mr. Manning stated 3 times a year with the Spring, Fall and Summer Semesters, Council has an opportunity to meet the interns with the Program Development Team. The interns introduced themselves to Council.

OPEN/CLOSE PUBLIC HEARINGS

- a. Authorizing (1) the execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the “County”), and Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils L. L. C., acting for itself, one or more affiliates, and/or other project sponsors (the “Company”), in connection with certain additional investment to be located in the County; and (2) other matters related thereto – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- a. 17-017MA, Larry S. Umberger, GC and RM-MD to OI (2.06 & 1.6 Acres = 3.66 Acres Total), 2605 Seminole Road, TMS # R06015-04-03 & 06 [THIRD READING]
- b. 17-018MA, James Huggins, GC to LI (4 Acres), Dutch Fork Road, TMS # R02408-02-04 [THIRD READING]
- c. 17-020MA, Jimmy L. Thompson, RR to RU (22.79 Acres) 510 Koon Store Road, TMS #R12110-01-14 [THIRD READING]
- d. 17-024MA, Inga Brooks, RS-HD and NC to GC (1.01 Acres), 4120 Bluff Road, TMS #R13509-02-36, 37 & 38 [THIRD READING]
- e. 17-030MA, Thomas O. Milliken, RU and OI to GC (50.54 Acres), Legrand Road, TMS # R17110-02-02, 03, 05; R17113-01-19; R17117-01-10, 11, 13; R17109-04-01 [THIRD READING]
- f. 17-031MA, Thomas O. Milliken, RU and OI to RS-MD (72.6 Acres), Legrand Road, TMS # R17110-02-01; R17111-02-01 & 04 [THIRD READING]
- g. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new Flood Insurance Rate Map [THIRD READING]

Mr. Pearce moved, seconded by Mr. Livingston, to approve the consent items.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

ORDINANCES – THIRD READING

Mr. Pearce moved, seconded by Ms. Myers, to approve the Third Reading items.

POINT OF ORDER – Mr. Pearce inquired of the County Attorney if it appropriate to vote on all of the Third Reading items at the same time.

- a. An Ordinance Amending the “2015 Richland County Comprehensive Plan – Putting the Pieces in Place”, adopted on March 17, 2015, by incorporating the “Capital Mill District Area and Corridor Plan” into the plan – Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

POINT OF CLARIFICATION – Ms. Dickerson stated it was brought to her attention that on all 3rd Reading items, according to our ordinance, we raise our hands. Therefore, can we push the button and raise our hand. Would that be legal?

Mr. Rose stated he thinks it is more of having a roll call vote and by pushing the green button you are, in effect, raising your hand.

POINT OF CLARIFICATION – Mr. Malinowski stated at the approval of the agenda he requested Item 17(a) be placed at the beginning of the agenda. This item has not been taken up.

Ms. Dickerson stated she will place that item after the Third Reading items.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Pearce inquired if Ms. Dickerson was going to take up Item 17(a) now or after all of the Third Reading items.

Ms. Dickerson stated since the agenda was amended she will take up Item 17(a) prior to any further action on the Third Reading items.

ITEMS FOR ACTION FROM RULES & APPOINTMENTS:

I move that Council’s standing Rules and Appointments Committee study the possibility of electronic voting. This would include due diligence of best practices generally and specifically models utilized by other South Carolina counties. Additionally, the South Carolina House of Representatives’ process should be considered as it was presented as a model when Council voted to have on the record voting like the House did. Recommendations of the Committee should then be brought to Council for consideration and possible action [MANNING and C. JACKSON] – Mr. Malinowski stated because this does affect what we are doing in voting and the motion was before the Rules Committee, it was forwarded to Council with no recommendation. Therefore, Council will have to vote on if there is

anything else they would like to see prior to us continuing the roll call voting or if we should go forward as we are doing.

Mr. Rose moved, seconded by Mr. C. Jackson, to continue to utilizing the technology already paid for and installed.

Mr. Livingston stated the motion is not what Item 17(a) says. It says, "move that Council's standing Rules and Appointments Committee study the possibility of electronic voting."

Ms. Dickerson stated it came without a recommendation and Mr. Rose made a motion.

Mr. Pearce stated we have another rule that needs to be rescinded in order to adopt this motion.

Mr. Rose amended his previous motion as follows: to discontinue Council's previous roll call voting Council Rule and adopt moving forward with the electronic roll call voting on each item, as we have been doing at today's meeting. Mr. C. Jackson's second to the motion stood.

Ms. Myers stated there are 3 major buttons before us. She assumed, as historically is the rule, any non-vote or any absentee vote, if we are here. Does it count as a yes or no?

Mr. Rose stated if someone is present and they abstain from voting it goes down as a yes.

Ms. Myers stated for clarification unless you push the abstain button and explain.

Mr. Rose stated his interpretation of abstaining is that you do not vote.

Mr. Smith stated the Rules say if a Council member is in their seat, does not abstain from the vote, but does not record a vote, their vote is recorded on the prevailing side.

Mr. Manning requested the rule to be read to Council.

Ms. Dickerson inquired if Ms. Myers requested the reading of the rule.

Ms. Myers stated she did not. She was clear, but Mr. Manning requested the reading of the rule.

POINT OF CLARIFICATION – Ms. McBride stated the electronic voting was used at the last meeting. She inquired if those votes were valid.

Mr. Rose stated he thinks we are overthinking this. At any point you can call for division. When Mr. Malinowski said press yes or no, he in effect is calling for division.

Ms. McBride stated because we took the other vote, she is requesting a point of clarification. It appears the one we are getting ready to vote on is not necessary.

Ms. Dickerson stated we have a question from Ms. McBride to make sure the votes taken, other than raising your hand or being physical, we are going it technically. The vote, in her opinion, is valid. She requested Mr. Smith to verify that the technical votes taken were valid.

Mr. Smith stated the votes are valid.

Ms. Smith stated Rule 5. 21 says, "A Council member must be at his/her seat in order to vote for those at the dais. If a member does not declare a vote or an abstention, his/her vote shall be recorded with the prevailing side."

Mr. Manning stated he believes there are 2 different parallel conversations going on. One, is whether we are voting electronically or by hand. The other is that Council, a couple years ago, worked long and diligently over about a 6-month period to come up with which votes would take the time to be recorded votes and which votes would not be. We voted on that and so, he is not talking about whether we use the never came before Council, tax money paid for, this nice new system. His question is why are we using this system for votes that what we passed as our rules would not be taking the time to be on the record votes. And he knows there are several members here who were not here then and during that whole debate, so he's not even sure whether in their orientation they were provided with when that happened and the fact this Council resolved there were a number of votes that we would like to see being on record votes. Then there were a whole number of other votes that we felt like just on a voice vote was fine. He thinks that is the thing that we are overlooking here. Whether we continue with those rules about, these are the ones that we are going to vote on record, and use this new system versus we are going to use this new system for all the votes that we worked very hard to determine which ones we felt for transparency should be on the record. And whether, like when it is time to go home, we can just vote as the rules and the Council determined yea or nay and be done with it. That is the issue that should really be before Council is whether we want to continue with the voting process, and what goes with pushing buttons or raising your hand, or whether we do all of them, in essence, what would have then been raising your hand, that Council determined we did not need to.

Mr. Malinowski stated he can sympathize with Mr. Manning and what he is saying and asking for. He had in front of him the actual unanimous vote taken on July 28, 2015. The rule at that time was changed to state, "that Council record non-electronic roll call voting for all final votes, that are not unanimous, for Third Reading or one-time votes, which are not merely procedural in nature." He inquired of Legal, in making a motion to simply rescind the old rule and put a new rule in, is this something we do here or do we have to specify and redo this one point by point.

Mr. Smith stated it appears what was passed in 2015 was intended to address matters Council was voting on, that were action items versus matters you had to deal with that were procedural in nature. For example, a procedural matter would be whether Council wants to go into Executive Session, or recess, etc. To the extent that Council wants to continue to either raise its hand or by voice vote to go into Executive Session, etc., you could decide you want to do it that way. On matters of substance, as it relates to action items, you would want to record a vote.

The question was called for. The vote in favor was unanimous.

In favor: C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Rose, and McBride

Opposed: Manning and Livingston

The vote was in favor of rescinding the current roll call voting rule and move forward with electronic roll call voting.

- b. Authorizing the execution and delivery of an amendment to the July 28, 2009 Fee Agreement effecting a conversion of that certain lease agreement dated as of December 15, 1996 between Unum Group, Colonial Life & Accident Insurance Company, and Unum Life Insurance Company of

America, and Richland County, South Carolina; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Livingston, Rose, Dickerson, and McBride

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of an amendment to a 2014 Fee Agreement by and between Richland County, South Carolina the Ritedose Corporation and TRC Propco, Inc. to provide for certain infrastructure credits; and other related matters – Mr. Pearce moved, seconded by Mr. C. Jackson, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Livingston, Rose, Dickerson, and McBride

The vote in favor was unanimous.

Mr. Livingston moved, seconded by Mr. Pearce, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, Livingston, Rose and McBride

The motion failed.

- d. An Ordinance allowing for the temporary waiver of building permit fees and plan review fees for homeowners, contractors, and “Volunteer Organizations Active in Disaster” (VOADs), and allowing for the temporary waiver of business license fees for contractors and “Volunteer Organizations Active in Disaster” – Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Manning, Dickerson, Livingston, Rose and McBride

The vote in favor was unanimous.

ORDINANCES – SECOND READING

- a. An Ordinance authorizing the issuance and sale of not exceeding \$ 240,000,000 General Obligation Bond, Series 2018A, or such other appropriate series designation of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Manning, to approve \$250,000,000 in General Obligation Bonds.

Mr. N. Jackson stated he has been told this has to do with the Penny Tax. He is hearing an argument that we need to do a bond for \$240 million to expedite some of the work on the project. However, we are collecting over \$50 million a year. His understanding, after speaking with some staff members, that if the bond is approved for \$240 million, whenever we start to spend that money it will take 2–3 years before we do it. If we are collecting \$50 million a year and we already have \$50 million, we will have over \$200 million. He does not see the necessity to do a bond for \$250 million and pay \$17 million in interest. To have the money upfront and hold it for several years before we start spending it. The method of pay as you go because we are collecting over \$50 million a year would be more

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appropriate and save the taxpayers' money. He is sure the County can find a lot of things to pave for \$17 million. In the rural community, there is a lot of dirt roads that we could add to the project or some intersection improvements. Furthermore, he has been told that instead of \$240 million we would really need \$311 million if we are going to do it that way. Then earlier today, we were reminded by the Administrator that we have an ordinance that corrects how we can proceed and fix everything. At this time, he cannot support doing a bond for \$240 million and paying \$17 million in interest. When if we do pay as we go, we will save that money in interest and we will have that money, whenever needed, to do the projects as they come online.

Mr. Livingston stated he is going to ask some questions in reference to a document he received at the work session. He referred to Appendix B that shows the projected bonding issuances. In the column entitled, project bond issue, and then further down it says annual debt service. If we get a \$250 million bond, the debt service for that bond based on 7 years is \$37 million a year. Based on the draw down schedule, what is available for projects for the first year is \$115 million and the second year will be \$33 million. When you get to 2019, you will have \$7 million available for projects. He inquired if that meant you would not have any funds to do projects from 2019 – 2025. He stated he is concerned about doing 7 year bonding because you have a whole lot of projects coming on after 2019. He inquired about what the next column over "Projected Draws" was based on.

Mr. Seals stated it is just projected draws. You have to look at that in conjunction with the next column entitled, "Cash Flow Shortfall".

Mr. Livingston stated for clarification, so you will have a \$41 million cash flow shortfall.

Mr. Seals responded in the affirmative.

Mr. Livingston stated he raised this point because what is going to happen if we do not bond. He is not sure how we are going to get the projects done in a timely fashion. He knows we were given an average of \$36 million being spent in the past. Keep in mind, as the years have gone by, each year the amount that is being spent is significantly increasing because now you are developing projects. The first year was around \$12 million, 2nd year approximately \$35 million, the current year is \$66 million, and the projection for next year is \$100 million. If we do not bond to fund those projects, we are going to find ourselves way out in 2028 and so forth. Funding projects is going to cost a whole lot more than they cost now. He strongly encourage Council to bond the projects. Save money by not having to string it out for so long. And for the people to get the roads repaired. That is, in his opinion, a tremendous benefit relevant to what the cost of the bond is going to be. He inquired if we know the rate the bond is based on.

Mr. Seals stated he does not have that with him, but he can certainly provide it.

Mr. Livingston stated the chart shows him clearly that if you do not bond, we are going to have a serious problem getting projects done and it is going to cost us a whole lot more in the long run.

Mr. Malinowski inquired about how much money is being collected annually.

Mr. Seals stated it is approximately \$60 million.

Mr. Malinowski inquired about how much is being spent per year on projects.

Mr. Seals stated he believes it is approximately \$30 – 38 million.

Mr. Malinowski inquired about the dollar amount of projects the County/PDT can do per year. Can they do \$100 million, \$150 or \$200 million, if the funds are there?

Mr. Seals stated that was a good question, and it seems the PDT needs to answer that. If you do some linear regression models it does reveal a level, but the moment he says that there will be counters about start up, etc.

Mr. Malinowski stated he would like that information as soon as possible prior to 3rd Reading to find out what level of funding we actually can do projects. If we cannot go really go much more than where we are. Everyone wants to keep this local and small business we are sort of limited. If we are tapped out on what we are asking to work for us now. It may not be advisable to bond something that we cannot use anyway.

Mr. Seals stated that is a reasonable request and the numbers have been run. He believes the PDT has run those numbers as well. Both sets of projections will be provided.

Mr. Manning stated every year during the budget process we always look at the allowable cap based on the population growth and inflation. Every year, since he has been on Council, inflation has been over 1%. Given that and the columns Mr. Livingston went through earlier, as he understands it the interest on the bond would be somewhere around 4%. Inflation in the next 7 years, based on the last 7 years, would be like 7% at a minimum. If we are looking at what we can build down the road going as pay as you go, out in District 8 we think 7 is higher than 4 by about 3. So it seems we are going to lose ground if we do not go with the 4% interest and get the roads built with the bond, which the citizens voted and gave us to ability to bond up to \$450 million. In terms of this \$36,000 per year, with the information that we received over any number of communication between the PDT and staff, the first year was very low with startup. Then we were around that average in the 2nd year. And this most year was a high year, so the 36 number is an average not anywhere near the trending. We have also been provided draw schedules where they are looking and have projected \$102 million – 1st year, \$115 million – 2nd and \$137 million in the 3rd year from now they see ready to build and provide safe pedestrian sidewalks and bicycle paths to keep our citizens alive, roads and intersections to keep our citizens alive and to get what they voted for in the referendum. When you add those 3 things up that is \$354 million. Now if the revenue coming in is \$60 million, which equates to \$180 million for 3 years. He stated that in District 8, \$180 million is a whole lot less than the \$354 million. His concern is that the citizens told us two things: they said they wanted the transportation issues in Richland County to be addressed and fixed. They also were asked, as a part of that, just like when you buy a house, do you want to save up the money for 30 years and then buy the house in 30 years or do you want to borrow the money. We are looking at an interest rate of 4% to avoid a 7% inflation just in 7 years. Not even in the 22 years, of which 3 or 4 are go now, but where that is going to go in pay as you go and we are going to be short the \$354 million that is on the draw schedule down to \$180. Given those 3 things, what the citizens said they wanted, the interest rate being 3% less than the inflation for us to borrow the money and the fact that in the draw schedule, in the projection, not the average of 36, because every year that we do this it is going up and up, so the average will always go up. But with the \$102, \$115, \$137 million projections over the next 3 years, bringing in \$60 million per year only brings in \$180 million so we are going to be over \$130 million short to do what we need to do. He is fully supportive of the motion made by Mr. Livingston.

Mr. Pearce stated for clarification is \$60 million the total.

Mr. Manning stated that was the number the Administrator said as coming in from the penny each year.

Mr. Pearce stated and then the buses are deducted.

Mr. Manning stated he does not know. He heard a question asked and answered, but that is probably right. He stated he usually uses conservative figures, but he just used the figure that was given tonight.

Ms. Dickerson inquired about the length of the PDT's contract.

Mr. Seals responded that it was for 5 years.

Ms. Dickerson stated we are 2 ½ - 3 years into the contract, which means we are only looking at 2 more years to function under this particular team to work these projects.

Mr. Seals stated Ms. Dickerson was correct; however, to give a complete answer it should be noted that there is a provision in the contract for it to be extended for another period of time.

Ms. Dickerson inquired if that was at Council's discretion.

Mr. Seals responded in the affirmative.

Ms. Dickerson stated she keeps hearing what the ordinance and what our citizens voted on. She thinks that same principle applies we start talking moving stuff and changing stuff. Ms. Myers so eloquently put it that if we are to change something that it requires an ordinance change. It is okay to change ordinance on some things, but on others is what she is understanding. She stated if we approve the bond, we will be providing a lot of money to an organization or team that we may or may not use after 2 years.

Mr. Seals responded in the affirmative.

Ms. Myers stated technically the penny money goes to the County and not the PDT. To the extent that the bond money is procured by the County, the money does not get shifted to directly to the PDT. She stated she did not want people to think we are going to hand them a big check when the bond money comes in. It could well be, whatever we decide, if we get the bonds or we don't get it, that money does not flow to the PDT until work is done. So 2 years from now we could be in a new contract and that money flows to whoever is the party in the contract.

Ms. Dickerson stated that is the point she is trying to get. She was not saying we are going to get a bond and hand it over to the PDT. Her intent was the fact that we have to understand, in her humble opinion, we only have 2 more years under this particular contract. It is under Council's discretion to renew or terminate this contract to move the other projects forward. We will be going through a whole other scenario with a new company, if we decide to do that.

Mr. C. Jackson stated he thinks the motion before us speaks to bonding up to \$240 million. Not bonding \$240 million, so we want to clarify that and make sure people understand that. We keep saying if we borrow \$240 million, how many million dollars of interest. That is not the motion. The motion is up to that amount. He inquired of Ms. Heizer if the Federal interest rate goes up would not the costs of bonding increase.

Ms. Heizer stated that is more in the financial advisor's wheelhouse. If you have questions, depending on what you do tonight, and go forward those are the type questions that would better be addressed to your financial advisor. Generally speaking, most people would say if interest rates go

up, the tax exempt interest rates go up. Although she noted there is not a clear pattern or one-for-one. She stated she thinks the financial advisor would say that nobody can tell you what interest rates are going to do. It is really an instinct or judgment call on Council's part.

Mr. C. Jackson stated that if all indications are what they are now, the reserve is probably going to raise interest rates next month. If that does happen and we are still debating this issue, we may be caught in that quagmire.

Mr. N. Jackson stated the ordinance was designed to protect overrun. There is no problem if we follow the ordinance, we will be okay. The estimate by Parsons Brinkerhoff was over a 22 year span, which included inflation. When they did the cost estimate, they did not just do it for the year 2012. It was stretched out over a certain period for construction and the collection would be not to exceed 22 years with a maximum of \$1.07 billion. He heard earlier that a bond for 7 years we are go approximately \$37 million/year. That was \$259 million for 17% interest with \$276 million over 7 years. If we are collecting, taking out the bus, \$50 million/year for 5 years is \$250 million. While 7 years at \$37 million/year we are going to spend \$259 million versus for 5 years, pay as you go at \$50 million/year we have \$250 million. In my opinion, pay as you go would work. We are collecting and we have the ability to spend \$50 million/year versus, if we do the bond, we are spending \$37 million/year. When he hears the argument about interest going up or cost of living going up that was included in the estimate. He does not want anyone to panic and think we have to rush and do this because if we do construction in 3 -5 years it is going to be so expensive we cannot do the project.

Mr. Malinowski stated the Administrator gave Council a projection of \$60 million/year currently. He inquired if that projection is expected to remain for the next 7 years or will there be fluctuations up and down.

Mr. Seals stated there will be fluctuations.

Mr. Malinowski inquired in which direction they would likely fluctuate.

Mr. Seals stated he does not remember the exact number, but he believes it will peak at \$70 million and there will be some backing off.

Mr. Malinowski inquired if we bond are we going to be able to freeze the cost of doing business because we now have the money even though we will not be wanting the project done 2 – 3 years ahead of time. Because we cannot freeze the cost of business, inflation is still going to bite us whether we pass a bond or not.

Mr. Livingston inquired if staff or the interim Transportation Director review the build out schedule presented by the Program Development Team.

Mr. Seals responded in the affirmative.

Mr. Livingston inquired if the schedule was reasonable and possible to do.

Mr. Seals stated he believes that is a personnel matter.

Mr. Livingston stated he wanted to compare the build out schedules.

Mr. Seals stated he did not have a problem with that, but the question asked requires an assessment and in this case it gets into a personnel issue.

Ms. Myers stated obviously she wants the penny projects done. She has been railing about the projects that have not gotten done and look like they may not get done if we do not get this stuff on track. She stated she is caught on 2 sides. She is nervous about not bonding and nervous about bonding. Her concern is that the ordinance calls for General Obligation rather than Revenue Bonds, so whatever bond amount we approve is not tied to penny revenue. It is tied to General Obligation revenue which could cause an increase in millage to pay the bond if something happens. She is also concerned we do not have a good enough understanding. What was presented by staff differs from what the PDT has suggested is the way forward versus what we were presented at the Transportation work session as the way forward. While she is content to go forward at 2nd Reading, she would like to see another work session where we hash out some of these things raised by the new information, by the concerns over the run rate. She stated she looked at the schedule and she is mindful of that. While we have been ramping up, we have also paid back a \$50 million bond that we got to ramp the program up in the beginning. We had a startup bond and we paid that back. We have managed to have excess money somewhere to do things that needed to be done. She would like to have a work session and receive additional information from Ms. Heizer and Mr. Cromartie as to the hearing we are waiting on an answer for and then see where we are at 3rd Reading. She is willing to go forward tonight, but she thinks there are serious issues, of real consequence, that would cause her to vote no at 3rd Reading if we do not figure them out first. It is important to vet the presentation by staff against what the PDT, as well as what has been done to date. Something else to consider, the State is also flush with new money and there is not an unlimited number of people to do this work. Will there be enough people to actually spend \$115 - \$120 million/year.

Ms. Dickerson stated she wanted to support and concur with Ms. Myers' comments. The only thing that she is going to base her opinion on tonight is the fact the sale is not to exceed. She stated before 3rd Reading we may have to have some serious conversations.

Mr. Livingston stated the motion was for up to \$250 million.

Mr. N. Jackson inquired if the amount on item 14(a) has been amended to a definite \$250 million.

Mr. Livingston stated it is up to.

Mr. N. Jackson inquired about the amount actually being bonded.

Mr. Livingston stated it will depend on the schedule.

Ms. Dickerson stated the motion is to not exceed \$250 million with the understanding that before we go any further we are going to look at having a work session prior to 3rd Reading.

In Favor: C. Jackson, Pearce, Manning, Dickerson, Livingston, Rose, Myers, and McBride

Opposed: Malinowski and N. Jackson

The vote was in favor.

- b. Authorizing (1) execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the "County"), and Constantia Blythwood, LLC, f/k/a Constantia Hueck Foils, L.L.C., acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), in connection with certain additional investment to be located in the County; and (2) other matters related thereto – Mr. Livingston moved, seconded by Mr. C. Jackson, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of a fee in lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Charter Nex Films, Inc. to provide for payment of a fee in lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved, seconded by Mr. C. Jackson, to approve this item.

Mr. Malinowski stated the item says Charter Nex Films. He stated he went back to the June 20th agenda when this item received 1st Reading and nowhere does it says Charter Nex.

Mr. Ruble stated the 1st Reading was under the code name “Project Aegis”.

Mr. Malinowski stated in the past it was notated f/k/a. He would appreciate if that is done in the future.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson N. Jackson, Livingston, Rose, and McBride

Opposed: Malinowski

The vote was in favor.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

NOTIFICATION OF VACANCIES:

- a. Historic Columbia – 1 – Mr. Malinowski stated the committee recommended appointing Mr. Gary Gabel to the Historic Columbia Board.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- b. East Richland Public Service Commission – 1 – Mr. Malinowski stated the committee recommended appointing Mr. Thad A. Timmons, Jr. to the East Richland Public Service Commission.

In Favor: Malinowski, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- c. Central Midlands Regional Transit Authority (CMRTA) – 1 – Mr. Malinowski stated Ms. Boulware was advised there may be new requirements to serve on this board based upon input from the CMRTA representative, Ms. Dickerson. There needs to be some more professional and specific requirements to fill this board position. Ms. Boulware will still be eligible once the new rules are put into place and the vacancy will be re-advertised.

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Ms. Myers stated Ms. Boulware is qualified, but the CMRTA is a technical board. There is some concern that the people on the board need to have a background with the bus system.

Mr. Malinowski stated Mr. C. Jackson inquired about how long it will take for this item to come back. It will take until the committee receives the particular qualifications that are felt will be needed to fill that and then we will have the legal department write those qualifications into the requirements for that board position.

Ms. Dickerson stated hopefully all the questions will be answered and data processed by the next committee meeting.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose, and McBride

Abstain: Manning

Mr. Malinowski stated the Council member that abstain will need to inform the Clerk's Office why they abstained.

The vote in favor was unanimous with Mr. Manning abstaining.

- d. Building Codes Board of Appeals – 2 (One applicant must be from Architecture Industry and One from the Contractor Industry) – Mr. Malinowski stated the committee recommended appointing Mr. Wade M. Carlisle to the Building Codes Board of Appeals.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

ITEMS FOR ACTION FROM RULES & APPOINTMENTS:

- a. I move that 2020 Hampton Street discontinue the practice of scheduling meetings for Council members at the same time [MANNING] – Mr. Malinowski stated this item was held in committee to received input from Legal to address this issue. So that Council is aware, there is a rule already in place that states no committee meeting can begin at the same time as another committee meeting. People are using a loophole and if your committee meeting starts at 4:00 the next group is starting one at 4:15, so we are having overlapping meetings. To eliminate the loophole, the new rule will state that no meeting will begin while another meeting has been scheduled.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Ordinance Change/Project Prioritization – This item was held in committee.
- b. Atlas Road Widening Project: Right of Way Acquisition – Mr. Manning stated the committee forwarded to full Council for approval, with the exception of tracts 216 and 94, the right-of-way acquisition on Atlas Road.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- c. Broad River Road Widening Service Order Approval – Mr. Manning stated the committee forwarded to Council a recommendation to approve the Broad River Road Widening Service Order.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- d. Three Rivers Greenway: Riverbanks Zoo Agreement – Mr. Manning stated the committee forwarded to Council a recommendation to approve the lease agreement showing the location of the buildings and require any additional costs associated with splitting the building to be paid for by the City of Columbia.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- e. Southeast Richland Neighborhood Project: Design – This item was held in committee.
- f. Hulon Lane Roadway Improvements: Mitigation Credit Sales – Mr. Manning stated the committee forwarded to Council a recommendation to approve the sale of the mitigation credits for the Hulon Lane roadway improvements in the amount of \$113,050. The funds will be deposited into the Penny Project fund.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- g. Resurfacing Package I – Mr. Manning stated the committee forwarded to Council a recommendation to approve the additional \$30,000 for the resurfacing contract.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

REPORT OF THE DIRT ROAD AD HOC COMMITTEE

- a. Recommendations from November 14, 2017 Meeting – Mr. N. Jackson stated the committee met and no action was taken. Staff was advised to meet with Legal and bring back some matters to the next Dirt Road Ad Hoc Committee meeting.

CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda – Ms. Helen Taylor Bradley spoke on behalf of the Hopkins and Lower Richland Citizens United. They are still not in favor of the original plan that they have been fighting for 3 years. They were given a revised plan by the Council representative for District 10 and staff. Although it sounds better, they still have concerns about the costs. They cannot afford the \$34 million they were shown. They would like to see a breakdown of what it is going to cost individual

persons, households, churches, and the schools. That being said, she wants to ensure the record reflects they are against the 1st plan and have concerns about the 2nd. They would like to get a copy of the figures to assist with making a decision that will please both sides.

Council went into Executive Session at approximately 8:25 PM and came out at approximately 9:16 PM.

POINT OF PERSONAL PRIVILEGE – Ms. McBride acknowledged that Clerk of Court Jeanette McBride was in the audience.

EXECUTIVE SESSION

- a. Contractual Matter: Communications – This item was received as information.
- b. Fire Service Contract – Mr. Pearce moved, seconded Mr. Malinowski, to approve the fire contract with the City of Columbia for a period not to exceed 3 years with the County reserving the option during that time to explore alternatives for the provision of fire services in the unincorporated sections of Richland County.

In Favor: Malinowski, C. Jackson, Myers, Pearce, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

MOTION PERIOD

- a. Have the Administrator and EMS Director explore the possibility of a public/private relationship for EMS services in Richland County [MALINOWSKI] – This item was referred to the A&F Committee.
 - b. Determine if a cost savings can be obtained by leasing certain technical equipment versus purchase [MALINOWSKI] – This item was referred to the A&F Committee.
 - c. That the Open Space Ordinance/Regulation be revisited and changed so that only true Open Space in a development is used for a density bonus. Currently any land not usable, such as ponds, wetlands, streams, ravines and the like are attributed to open space when they can't be built on anyway, so no credit should be given for these items [MALINOWSKI] – This item was referred to the D&S Committee.
 - d. In future housing development or construction, houses built must be a safe distance to prevent the transfer or being affected by fire. Fire retardant materials must be used or a safe distance must be developed separating the houses. [N. JACKSON] – This item was referred to the D&S Committee.
 - e. Richland County develop a water distribution system for the unincorporated area. Staff develop a master plan and report to Council on the feasibility. [N. JACKSON] – This item was referred to the D&S Committee.
- Mr. Malinowski stated there is a motion that he and Ms. Myers made that is similar to this one. He requested this motion and the previous motion be combined.
- f. Immediately move forward with the approved Sewer Line proposal before the February deadline where the County could possibly lose millions in funding [N. JACKSON] – Mr. N. Jackson withdrew the motion.

- g. The SLBE use the same criterion as Charleston at a max of \$7.5 million to graduate from the program [N. JACKSON] – This item was referred to the OSBO Committee.

ADJOURNMENT – The meeting was adjourned at approximately 9:21 PM.

X

Joyce Dickerson
Chairwoman

X

Bill Malinowski
Vice Chair

X

Calvin "Chip" Jackson
District Nine

X

Norman Jackson
District Eleven

X

Gwendolyn Kennedy
District Seven

X

Paul Livingston
District Four

X

Jim Manning
District Eight

X

Yvonne McBride
District Three

X

Dalhi Myers
District Ten

X

Greg Pearce
District Six

X

Seth Rose
District Five

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



Richland County Council

ZONING PUBLIC HEARING
November 16, 2017 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Norman Jackson, Paul Livingston, Calvin “Chip” Jackson, Jim Manning, and Dalhi Myers

OTHERS PRESENT: Michelle Onley, Geo Price, Tracy Hegler, Tommy DeLage, Larry Smith, and Kim Williams-Roberts

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 7:00 PM.

Ms. Dickerson stated Ms. McBride was not able to attend tonight’s meeting due to a previous commitment to attend a community meeting in her district.

2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.

3. **ADOPTION OF THE AGENDA** – Mr. Livingston moved, seconded by Mr. Malinowski, to adopt the agenda as published.

In Favor: Malinowski, C. Jackson, Myers, Dickerson, N. Jackson, and Livingston

The vote in favor was unanimous.

4. **MAP AMENDMENTS**

- a. 17-022 MA
Chuck Munn
RU to RS-LD (38 Acres)
5339 Hard Scrabble Road
TMS# R20500-04-06 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Chuck Munn spoke in favor of this item.

The floor to the public hearing was closed.

Mr. C. Jackson moved, seconded by Mr. Livingston, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Dickerson, N. Jackson, and Livingston

The vote in favor was unanimous.

- b. 17-028MA
Jesse Bray
RU to RS-LD (40.67 Acres)
Koon Road
TMS# R03400-02-56 [FIRST READING]

Mr. Malinowski moved, seconded by Ms. Myers, to defer the Public Hearing and this item until after meeting with the community and developers. He will instruct staff when the meeting has taken place, so that it may be placed back on the agenda.

In Favor: Malinowski, C. Jackson, Myers, Dickerson, N. Jackson, and Livingston

The vote in favor was unanimous.

- c. 17-033MA
Derrick J. Harris, Sr.
RU to LI (1.19 Acres)
7640 Fairfield Road
TMS# R12000-02-01 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Derrick Harris, Sr. spoke in favor of this item.

The floor to the public hearing was closed.

Mr. N. Jackson moved, seconded by Mr. Malinowski, to deny the re-zoning request.

Mr. C. Jackson requested that staff provide an explanation for why they are recommending disapproval.

Ms. Hegler stated in respecting the recommendations of the Comprehensive Plan recommending disapproval in this area it is noted as being Neighborhood Medium or Low Density in its future land use element, which prefers to have residential. Staff recognized that is not the character of the surrounding area, which is technically what the Planning Commission agreed as well. The Comprehensive Plan is a very high, broad recommending document. Staff tries to stay very true to that and was honest about that in the report. Staff noted it does not necessarily meet the surrounding area. The Planning Commission took it to the next level and agreed that the character of the area conflicted with what the future land element said.

Mr. C. Jackson stated he would use the word "the reality of the area" does not reflect it either from one end of the strip to the other end of the road. Although he can respect the Comprehensive Plan's vision for and desire for a certain look. The fact that it is not conforming now to the Comprehensive Plan and we would deny any future deviation where it has been deviated up and down that strip causes him to wonder whether we should revisit the Comprehensive Plan given the nature of what is on that strip at this time.

Ms. Myers inquired if he is now landlocked because he is between all businesses.

Ms. Hegler stated he is surrounding by a non-residential structure, a warehouse and undeveloped property.

Ms. Myers stated for clarification that technically if he were to use his property and build what we are suggesting, which would be a home, he would be out of character with everything there, but his home.

Ms. Hegler stated she does not think there is a residential structure.

Ms. Myers stated everyone else who is using their property on that strip is making commercial use of it or holding it.

Ms. Hegler stated there is a home adjacent to the property to the north.

Mr. Malinowski stated looking at the site, if it is not built, it is zoned for RU-MD. Depending on what goes in there a LI could have a negative effect on all the properties that border the current property. Remember, while the applicant may say they are going to build one thing there once the zoning changes they can do what they want within that zoning classification. They can sell it to someone that wants to do something different. So we need to be careful of the integrity of the residences that currently exist there.

In Favor: Malinowski, Dickerson, and N. Jackson

Opposed: C. Jackson, Myers, and Livingston

The motion for denial failed.

POINT OF ORDER – Ms. Myers stated if Council wanted to defer this to vote on whether or not to approve it when we could hear from Ms. Kennedy, does this mean now that he can...she inquired technically what that meant because they voted on the motion to deny, but it was not to approve. So does that by definition, under our rules, mean one or the other?

Mr. Smith stated the motion to deny failed, so it still survives to that extent. So you could technically, at this point, make another motion if you wanted to.

POINT OF CLARIFICATION – Mr. Manning inquired if that means it goes on our next agenda for First Reading.

Mr. Smith stated he said, at this point, because that particular motion did not pass you have the opportunity to make another motion. He further stated that is appeared perhaps someone did not cast their vote.

Ms. Dickerson stated that is correct because there are 7 Council members present and only 6 votes.

Mr. Smith stated under Council Rules the vote goes to the prevailing side.

Ms. Dickerson stated so that means the motion failed.

Mr. N. Jackson stated there is no prevailing side.

Ms. Dickerson stated for clarification there are 7 Council members present and 6 members voted.

Mr. Smith stated he will have to defer to the Clerk.

Ms. Dickerson inquired of the Clerk about how many members voted.

Ms. Onley stated there were 6 votes cast; 3 in favor and 3 opposed.

Ms. Dickerson stated and the motion was to deny. When we have a 3 – 3 vote or 5-5 vote, that means the motion failed.

Mr. Livingston inquired if the motion should be to reconsider.

Mr. Smith stated he believes that is what he was suggesting. It appeared you had the opportunity to make another motion if you intended to do so.

Ms. Dickerson stated she acknowledged that Mr. Livingston made a motion to defer this item until the December 19th Zoning Public Hearing.

Mr. Malinowski stated for clarification that is not the same as a motion to reconsider.

Mr. Livingston moved, seconded by Ms. Myers, to defer this item.

Mr. N. Jackson inquired if you would not need to make a motion for reconsideration first.

Mr. Smith stated the motion failed.

Mr. Malinowski requested clarification. He stated we have never do that where if somebody wants to make a motion, a motion is made. If they want to do a substitute motion, a second substitute motion, they do it while the item is active and on the floor. The vote was taken. The item at that point becomes ended. You do not, all of a sudden, start making more motions. He stated he has never heard that in all his years on Council.

Mr. Smith stated it is his understanding that there was a motion made to deny this and that motion failed. At this point, you have the opportunity.

Mr. Malinowski stated he thought the motion passed because of the tied vote. He thought it was a done deal with the passage.

In Favor: C. Jackson, Myers, Manning, and N. Jackson

Opposed: Malinowski and Dickerson

The vote was in favor.

- d. 17-034MA
Crudie Torian
PDD to PDD (.56 Acres)
113 Barton Creek Court
TMS# R20206-03-03 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

The applicant chose not to speak at this time.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Dickerson, N. Jackson, and Livingston

The vote in favor was unanimous.

- e. 17-035MA
Allen Ackerman
RU to RS-LD (10.3 Acres)
7525 Fairfield Road
TMS# R12003-01-05 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. N. Jackson moved, seconded by Mr. Malinowski, to deny the re-zoning request.

In Favor: Malinowski, C. Jackson, Myers, Manning, Dickerson, N. Jackson, and Livingston

The vote in favor was unanimous.

- f. 17-036MA
Richland County
PDD to PDD (2 Acres)
1 Summit Parkway
TMS# R23000-03-07 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Manning stated this particular building and piece of property under the PDD currently is for a library, correct?

Ms. Hegler responded in the affirmative.

Mr. Manning stated and under PDD we can specify exactly what, correct?

Ms. Hegler responded in the affirmative.

Mr. Manning stated his understanding was, when we had some discussion about this, related to the sale of the property, this was going to be a childcare center. What we have before us is wide open to where it could be about 40 – 45 different uses depending on who bought, sold or traded the property. He inquired if he was reading that correctly.

Ms. Hegler responded it is an expanded set of uses.

POINT OF CLARIFICATION – Mr. Livingston inquired if it has to be an approved plan.

Ms. Hegler inquired what Mr. Livingston meant by an approved plan. There is an approved plan and in this case there is already a building. It just had a very specific use attached it as far as its uses.

Mr. C. Jackson stated he was the one that asked at one of the earlier meetings what was going to be the intended use of the building once it was being sold. He was told it was for childcare development. He is vehemently opposed to it being so wide open that it could be available for 40 different uses. Of which, one may not end up being a child development center. It is in front of the neighborhood in which he lives. It has been a vacant building now for more than a year. Since the library moved out. He certainly knows that his neighbors and Mr. Manning's constituents would be adamantly opposed if it ended up being something different than what we have been told. Mr. Manning's told them and he has told them it is being proposed to be used as. He would request that we not approve this change based upon those comments.

Mr. Manning and Mr. C. Jackson will meet to review the list of possibilities. Anyone else that is interested is invited to join them. He believes we should be able to bring back to the December meeting which of the 45 possibilities we would narrow down to make a motion.

Mr. N. Jackson requested a definition of a PDD.

Ms. Hegler stated it is a Plan Development District. It is allowed by State law as a way to be more flexible and specific in your site design and uses than the underlying zoning allows. In this case, we have an adopted PDD with specific uses and site plan.

Mr. N. Jackson stated specific to childcare. They should not be able to divert from that.

Ms. Hegler stated if that is what you adopt that would be correct. For instance, what is currently on the site was only a library. That was the only thing that could be in that building.

Mr. N. Jackson stated an applicant in a PDD has to make a specific intention. Which is why he requested clarification of a PDD.

Ms. Hegler stated this is, in a way, more specific than a General Commercial. It can be specific with 50 uses. It can be specific with 1.

Mr. N. Jackson stated he just wanted clarification what a PDD and if it was specific as childcare because he had not heard that mentioned. And Mr. C. Jackson previously stated he had been told it was. That is why he is asking if it was specific as a childcare and a PDD.

Mr. Manning moved, seconded by Mr. Livingston, to defer this item until the December 19th Zoning Public Hearing.

In Favor: Malinowski, C. Jackson, Myers, Manning, Dickerson, N. Jackson and Livingston

The vote in favor was unanimous.

- g. 17-037MA
Dave Moore IV
RS-LD to RM-HD (1.09 Acres)
7230 Hilo Street
TMS# R19202-07-29 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Dave Moore spoke in favor of this item.

L. Carol Watford spoke against this item.

The floor to the public hearing was closed.

Mr. N. Jackson moved, seconded by Mr. Malinowski, to deny the r-zoning request.

In Favor: Malinowski, C. Jackson, Myers, Dickerson, N. Jackson, and Livingston

The vote in favor was unanimous.

5. **TEXT AMENDMENTS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-181, Roads; Subsection(B), Design Standards for Public or Private Roads; Paragraph (4), Cul-de-Sacs; Subparagraph (C), Cul-de-Sac Design; so as to amend the requirement for a landscaped interior island [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Hegler stated the requirement of landscaped islands in cul-de-sacs is a result of some development roundtable many years ago when we were looking to make the standards more environmentally friendly. We have not built very many. The few that we have we received complaints from citizens that built into and bought into cul-de-sacs and find these islands to be problematic and take away from the enjoyment of the island. As a fact, you had a gentleman speak at during citizens' input at one of your regular session about them. Staff agreed to work on a compromise. We did so with the development and the conservation community. The compromise is instead of requiring the landscaped islands in cul-de-sacs we give them an option that still presented the pervious pavement and permeability of the land that we were trying to achieve without taking away the usefulness of the cul-de-sac.

Ms. Myers inquired as to why, if you had an area, which already had a naturally occurring stream or wetland could it not be incorporated into an island. She stated does not understand the logic of it.

Ms. Hegler stated the requirement is with any new development that has a cul-de-sac design they are required to develop a raised, landscaped island in the center of it. What we heard from citizens, in the few that have been built since we created that requirement, without any exception or ability to deviate from it they are difficult to navigate around, no one is maintaining them. It was a problem. I do not know that it is necessarily tied to streams. The intent of the original requirement was the development was creating more permeability than would otherwise be there. The idea of the landscaped islands was instead of having a fully paved cul-de-sac there would be some landscaping in it. We wanted to go above and beyond the areas they would have already preserved, such as wetland and buffers. If they wish to increase upon the required buffer that would meet the idea of additional space. The idea was going above and beyond what was already required or already not able to be built upon in taking away some of the pavement and impervious surfaces you often see in developments.

Mr. C. Jackson stated one of the neighborhoods that Ms. Hegler referred to that has this situation is in his district. He has spoken with them a number of times about it. The other issues that was not mentioned yet that concerns his constituents in this community was, in this particular neighborhood, the raised island in the cul-de-sac was not there when the homes were purchased

nor was it indicated there would be established in the cul-de-sac. After the homes were purchased the citizens woke up one morning to find they were pouring concrete and creating this raised island in the middle of their cul-de-sac. They purchased their homes in the cul-de-sac for the purpose of being able to go in the middle of the cul-de-sac and do things the raised island would prevent. So the first problem was they were not there when the homes were purchased. They were there after the fact. The second problem is, if it was just landscaping versus a raised island, there would not be nearly the opposition to it. But the raised, concrete islands that are being poured create, as Ms. Hegler alluded to, driving hazards, the turnaround capability in the area, as well. The concern that has been shared with him is that the environment they purchased their homes in is now radically changing after they have purchased their homes and they do not feel that is fair.

Mr. C. Jackson moved, seconded by Mr. Malinowski, to defer this item to the December 19th Zoning Public Hearing.

Ms. Hegler inquired as to what the ordinance does not do that Mr. C. Jackson was hoping it would do.

Mr. C. Jackson stated Ms. Hegler made a statement that it was left up to the developers, if he understood here correctly, they can create this impervious barrier or they do not have to. Is that correct?

Ms. Hegler stated they have to do one or the other because we want it to still have the same amount of space of permeable pavement. Less water run off if you will.

POINT OF ORDER – Mr. Malinowski stated this is now debating the motion for deferral.

In Favor: Malinowski, C. Jackson, Myers, Dickerson, N. Jackson, and Livingston

The vote in favor was unanimous.

6. **ADJOURNMENT** – The meeting adjourned at approximately 7:55 PM.

2018 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
JANUARY:	
9	SPECIAL CALLED – 4:45 PM
9	COMMITTEES – 5:00 PM
26-27	COUNCIL RETREAT
FEBRUARY:	
6	REGULAR SESSION – 6:00 PM
20	REGULAR SESSION – 6:00 PM
27	COMMITTEES – 5:00 PM
27	ZONING PUBLIC HEARING – 7:00 PM
MARCH:	
6	REGULAR SESSION – 6:00 PM
20	REGULAR SESSION – 6:00 PM
27	COMMITTEES – 5:00 PM
27	ZONING PUBLIC HEARING – 7:00 PM
APRIL:	
3	REGULAR SESSION – 6:00 PM
17	REGULAR SESSION – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
MAY:	
1	REGULAR SESSION – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM
JUNE:	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM

JULY: (Please note there may be a Special Called Meeting this month due to Council's August Break)	
10	SPECIAL CALLED – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
AUGUST – COUNCIL RECESS	
SEPTEMBER:	
11	SPECIAL CALLED – 6:00 PM
18	REGULAR SESSION – 6:00 PM
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM
OCTOBER:	
2	REGULAR SESSION – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
NOVEMBER:	
13	REGULAR SESSION – 6:00 PM
15	COMMITTEES – 5:00 PM
15	ZONING PUBLIC HEARING – 7:00 PM
DECEMBER:	
4	REGULAR SESSION – 6:00 PM
11	REGULAR SESSION – 6:00 PM
18	COMMITTEES – 5:00 PM
18	ZONING PUBLIC HEARING – 7:00 PM

☀ Meeting Dates are subject to change and/or additional dates may be added.

☀ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Please contact the Planning Department at (803) 576-2190 or planningcommission@rcgov.us for further information.

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

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

Richland County Council Request for Action

Subject:

17-022MA
Chuck Munn
RU to RS-LD (38 Acres)
5339 Hard Scrabble Road
TMS # R20500-04-06

Notes:

First Reading: November 16, 2017
Second Reading: December 5, 2017 {Tentative}
Third Reading: December 12, 2017 {Tentative}
Public Hearing: November 16, 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 # 20500-04-06 FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20500-04-06 from Rural District (RU) to Residential Single-Family Low Density District (RS-LD) 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 _____, 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: November 16, 2017
First Reading: November 16, 2017
Second Reading: December 5, 2017
Third Reading: December 12, 2017

Richland County Council Request for Action

Subject:

17-034MA
Cruddie Torian
PDD to PDD (.5 Acres)
113 Barton Creek Court
TMS # R20206-03-03

Notes:

First Reading: November 16, 2017
Second Reading: December 5, 2017 {Tentative}
Third Reading: December 12, 2017 {Tentative}
Public Hearing: November 16, 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 # 20206-03-03 FROM PDD (PLANNED DEVELOPMENT DISTRICT) TO AN AMENDED PDD (PLANNED DEVELOPMENT 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 property described as TMS # 20206-03-03 from PDD (Planned Development District) zoning to an amended PDD (Planned Development District) zoning, as described herein.

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

- a) The applicant shall comply with the PUD-2 Development Requirements (Ordinance No. 060-03HR), and the revised land uses as described in Exhibit A, which is attached hereto; and
- b) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- c) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest.

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

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

Section V. Effective Date. This ordinance shall be effective from and after _____, 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: November 16, 2017
First Reading: November 16, 2017
Second Reading: December 5, 2017
Third Reading: December 12, 2017

Exhibit A

The PDD land use designation for the subject parcel shall include:

- Graphic design
- Comic book design
- Environmental design / model production
- Production design
- Clothing design / production
- Movie concept design
- Tattoo design / tattooing
- Portraits / caricatures
- Acrylic, oil, watercolor paintings
- Magazine design
- Vehicle design / model production
- Gallery artworks / murals

Richland County Council Request for Action

Subject:

Extension of Waverly Magistrate Lease

Notes:

November 16, 2017 – The committee recommended to approve the extension.



**Administration & Finance Committee Meeting
November 16, 2017
Committee Briefing Document**

Agenda Item

One-Year Extension of the Waverly Magistrate Lease

Background

County Council is requested to extend the lease agreement (draft is attached) with Woodland Village, LLC for office space for the County's Waverly Magistrate Office located at 2712 Middleburg Drive through October 2018.

The County approved a five year lease agreement extension with Woodland Village, LLC for the Waverly Magistrate Office that expired on September 14, 2015.

Council approved a lease renewal for an additional two years, which expired October 31, 2017.

Council approval of the extension of the lease agreement will allow the operations at the Waverly Magistrate Office to continue uninterrupted.

Issues

None.

Fiscal Impact

The financial impact to the County would be the monthly rental rate for 12 months. Funding is available to cover this request in Biennium Budget I.

Past Legislative Actions

6/2010 – Lease Agreement with Woodland Village, LLC was extended for five years – see attached agreement.

10/2015 - Lease Agreement with Woodland Village, LLC was extended for two years – see attached agreement

Alternatives

1. Approve the extension.
2. Do not approve the extension.

Staff Recommendation

Approval of the extension.

Submitted by: Administrator's Office

Date: November 8, 2017

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this ____ day of November, 2017 by and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease for an additional period of one (1) year upon the same terms and conditions except the rental rate shall be \$36,875.04 payable in equally monthly installments of \$3,072.92. This one-year extension shall commence November 1, 2017 and terminate October 31, 2018. Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Provider of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD:

WOODLAND VILLAGE, LLC

By _____

TENANT:

RICHLAND COUNTY

By _____

LEASE EXTENSION AGREEMENT

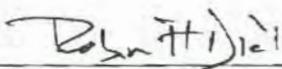
This Lease Extension Agreement is made this 30th day of June, 2010 by and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease for an additional period of five (5) years upon the same terms and conditions and same rental rate. This five-year extension shall commence September 15, 2010 and terminate September 14, 2015. Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Provider of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

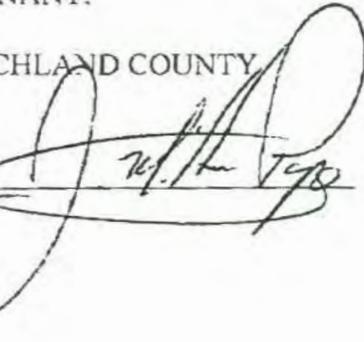
LANDLORD:

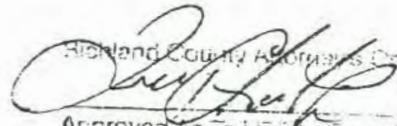
WOODLAND VILLAGE, LLC

By 

TENANT:

RICHLAND COUNTY

By 


 Richland County Administrator
 Approved As To LEGAL Form Only
 No Opinion Rendered As To Content.

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this ^{22nd} ~~6th~~ day of October, 2015 by ^{RHD} and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease for an additional period of two (2) years upon the same terms and conditions and same rental rate. This two-year extension shall commence November 1, 2015 and terminate ^{RHD} ~~October 31~~, 2017. Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Provider of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD:

WOODLAND VILLAGE, LLC

By Robin Hill

TENANT:

RICHLAND COUNTY

By Tony McDowell

Richland County Attorney's Office
Brent Jones 10/21/15
Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Richland County Council Request for Action

Subject:

A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Hospital Revenue Bonds (SC Health Company) 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 \$1,500,000,000 and authorizing a pledge of revenues of SC Health Company in connection herewith

Notes:

November 16, 2017 – The committee recommended approval of this item.

SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY BOND
ISSUE FOR
SC HEALTH COMPANY

The proceeds of this South Carolina Jobs-Economic Development Authority (“**JEDA**”) bond issue, which will be issued in one or more series and in an aggregate principal amount of not exceeding \$1,500,000,000, will be used to (i) repay certain prior debt obligations issued by or for Greenville Health System and Palmetto Health to finance or refinance hospital and health care facilities (together, the “**Projects**”) to enable SC Health Company, a SC nonprofit organization (the “**Borrower**”) to integrate a new health system and (ii) pay certain costs of issuance of the Bonds and fees (the “**Undertaking**”).

The proceeds of the Bonds will be loaned to the Borrower in connection with the formation of a new integrated health system which will be led by the Borrower and includes the Strategic Coordinating Organization (“**SCO**”) and Palmetto Health pursuant to an Affiliation Agreement dated as of August 15, 2017 between SCO and PH. SCO is the sole member of Upstate Affiliate Organization (“**UAO**”). SCO and UAO, together with Greenville Health System, are collectively referred to as “**GHS**”.

Since this is a JEDA bond issue, there is no impact on any political subdivision’s millage.

SC Health Company and JEDA are requesting that Richland County, pursuant to JEDA’s enabling legislation and federal tax law (1) hold a public hearing relating to JEDA’s issuance of bonds on behalf of SC Health Company for the above-described Projects allocable to the Undertaking in so far as it relates to Richland County and (2) adopt a resolution in support of the issuance of such bonds allocable to the Undertaking in so far as such relates to Richland County.

As with all JEDA bond issues, the issuer of the bonds is JEDA, and a county’s sole role is to hold a public hearing and adopt a support resolution. There is no impact on a county’s general obligation debt capacity, and no pecuniary liability for a county.

Representatives from SC Health Company will attend the December 5th County Council meeting to answer any questions.

Notice of the requested public hearing will be published in *The State* on Friday, November 17th.

ACTION REQUESTED OF COUNCIL

Hold a public hearing and approve a support resolution.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the “*Issuer*”) and the County Council of Richland County, South Carolina (the “*County*”), on Tuesday, December 5, 2017, at 6:00 pm in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, in connection with the issuance by the Issuer of its Hospital Revenue Bonds (SC Health Company) (the “*Bonds*”), in one or more series, in an aggregate principal amount not to exceed \$1,500,000,000. The Bonds will be issued as Qualified 501(c)(3) Bonds under Section 145 of the Internal Revenue Code, as amended (the “*Code*”). The proceeds of Bonds will be loaned to SC Health Company, a South Carolina nonprofit corporation (the “*Borrower*”), in connection with the formation of a new integrated health system (the “*System*”) which will be led by the Borrower and includes the Strategic Coordinating Organization, a South Carolina nonprofit corporation (“*SCO*”) and Palmetto Health, a South Carolina nonprofit corporation (“*PH*”) pursuant to an Affiliation Agreement dated as of August 15, 2017 between SCO and PH (the “*Affiliation Agreement*”). The Issuer is delivering this notice pursuant to the election permitted under IRS Proposed Regulation REG 128841-07 (September 28, 2017).

SCO is the sole member of Upstate Affiliate Organization (“*UAO*”), and SCO and UAO (which together with Greenville Health System, a public body corporate of the State previously known as Greenville Hospital System Board of Trustees, are collectively defined herein as “*GHS*”) operate a comprehensive, integrated health care system that includes a range of health care facilities and professional practices with health educational affiliations serving the Upstate region of South Carolina. PH is a comprehensive, integrated health care system including a range of health care facilities and professional practices with health educational affiliations serving the Midlands region of South Carolina. Under the Affiliation Agreement, the Borrower will set the strategic direction for the System, provide support services to PH and GHS and other providers joining the System, and exercise certain governance and operational powers that are reserved to it as a member of PH and GHS, respectively. The Bonds will be used to repay certain prior debt obligations issued by or for GHS or PH (the “*Prior Debt*”) to facilitate the integration of the System. The Bonds will refinance hospital and health care facilities (together, the “*Projects*”), and pay the costs of issuance of the Bonds and fees for any credit enhancements, liquidity facilities or hedges deemed necessary by the Borrower. The principal amount of the Bonds to be allocated to the Projects that are components of the System will not exceed the following.

Project Name:	Not to Exceed Bond Amount:
PH RMH-Baptist Hospital Project	\$627,000,000
PH Parkridge Project	\$152,400,000
PH Tuomey Project	\$84,100,000
GHS Greenville Memorial Project	\$429,800,000
GHS Patewood Project	\$89,200,000
GHS Simpsonville Project	\$21,300,000
GHS Greer Project	\$23,800,000
GHS North Greenville Project	\$3,400,000
GHS Oconee Project	\$75,200,000

Note: The aggregate amount in the table may exceed \$1,500,000,000. Borrower does not expect the amount allocable to an individual Project will exceed the amount set forth nor in the aggregate exceed \$1,500,000,000.

Each Project consists of real and personal property, buildings, furnishings and equipment used to further the exempt charitable hospital and health care purposes of the Borrower financed by the Prior Debt as part of the System. The locations of the Projects are as follows:

The campuses of the PH RMH-Baptist Hospital Project are located in the City of Columbia, South Carolina in the area bounded by or fronting on SC 277, the Harden Street Extension, Colonial Drive and Beltline Blvd (SC 16) and in the area bounded by or fronting on Marion Street, Blanding Street, Main Street and Hampton Street. The PH RMH-Baptist Hospital Project also includes buildings located at 1401 Sunset Drive, Columbia SC.

The campus of the PH Parkridge Project is located in the City of Columbia, South Carolina in the area bounded by or fronting on Interstate 26, Lake Murray Blvd (SC 60) and Parkridge Drive.

The campus of the PH Tuomey Project is located in the City of Sumter, South Carolina in the area bounded by or fronting on West Calhoun Street, Church Street, West Liberty Street, South Washington Street, Dugan Street, South Main Street and North Main Street. The PH Tuomey Project also includes facilities located at 700 North Wise Drive and 500 Pinewood Road, Sumter, South Carolina.

The campus of the GHS Greenville Memorial Project is located in the City of Greenville, South Carolina in the area bounded by or fronting on Grove Road, West Faris Road and Brushy Creek. The GHS Greenville Memorial Project also includes facilities located at 9 Doctors Drive, 20 Medical Ridge Drive, 1210 West Faris Road and 300 East McBee Avenue, Greenville, South Carolina.

The campus of the GHS Patewood Project is located in the City of Greenville, South Carolina in the area bounded by or fronting on Patewood Drive, Pelham Road, Roper Mountain Road Extension and Commonwealth Drive.

The campus of the GHS Greer Project is located in the City of Greer, South Carolina in the area bounded by or fronting on South Buncombe Road and Village Green Circle. Approximately \$18,100,000 of the GHS Greer Project represents the improvements at former Allen Bennett Hospital located at 313 Memorial Drive, Greer, South Carolina which has been donated to the City of Greer and subsequently demolished.

The campus of the GHS Simpsonville Project is located in the City of Simpsonville, South Carolina in the area bounded by or fronting on S.E. Main Street (Highway 14) and Hospital Drive.

The campus of the GHS North Greenville Project is located in the City of Travelers Rest, South Carolina in the area bounded by or fronting on North Main Street, Maple Lane, the Reedy River and Church Street.

The campus of the GHS Oconee Project is located in Oconee County, South Carolina in the area bounded by or fronting on Sandifer Boulevard (Highway 76/123), Highway 28 and Sheep Farm Road.

All of the facilities comprising the Projects will be owned and operated by GHS, PH, Palmetto Health Tuomey, or the Borrower as part of the System. Palmetto Health Tuomey is a South Carolina nonprofit corporation, of which PH is the sole member. The Borrower will unconditionally covenant to make payments sufficient to pay the principal and interest on the Bonds.

The Bonds will be payable solely and exclusively out of payments to be made by the Borrower, PH or GHS. The Bonds do not represent a general obligation of the State of South Carolina, the Issuer or

any other agency or political subdivision of the State of South Carolina within the meaning of any state constitutional provision or statutory limitation or constitute or give rise to any pecuniary liability of such agency or political subdivision or a charge against their general credit or taxing powers. The Issuer has no taxing authority.

The public is invited to attend the hearing at the address set forth above and/or submit written comments on the issuance of the Bonds or the refinancing of the Projects to the South Carolina Jobs-Economic Development Authority at 1201 Main Street, Suite 1600, Columbia, South Carolina 29201, and to Richland County Council at 2020 Hampton Street, Columbia, South Carolina 29201.

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY
Harry A. Huntley, Executive Director

RICHLAND COUNTY, SOUTH CAROLINA
Clerk to Council

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HOSPITAL REVENUE BONDS (SC HEALTH COMPANY) 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 \$1,500,000,000 AND AUTHORIZING A PLEDGE OF REVENUES OF SC HEALTH COMPANY IN CONNECTION HEREWITH.

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 and secured by a pledge of said revenues to defray the cost of medical facilities where such assistance will help relieve a shortage of doctors, specialists or medical services in the area where the project is located; and

WHEREAS, the Authority, by official action of its governing body, the Board of Directors of the Authority, and SC Health Company, a South Carolina nonprofit organization (the “*Borrower*”), entered into an Inducement Agreement dated November 15, 2017 (the “*Inducement Agreement*”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval by the South Carolina Coordinating Council for Economic Development, Greenville County, Oconee County, Richland County and Sumter County (collectively, the “*Counties*”), as may be required by law, to issue not exceeding \$1,500,000,000 aggregate principal amount of Hospital Revenue Bonds (SC Health Company) Series 2017 (the “*Bonds*”), in one or more series, under and pursuant to Section 41-43-110 of the Act; and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower in connection with the formation of a new integrated health system (the “*System*”) which will be led by the Borrower and includes the Strategic Coordinating Organization, a South Carolina nonprofit corporation (“*SCO*”) and Palmetto Health, a South Carolina nonprofit corporation (“*PH*”) pursuant to an Affiliation Agreement dated as of August 15, 2017 between SCO and PH (the “*Affiliation Agreement*”); and

WHEREAS, SCO is the sole member of Upstate Affiliate Organization (“*UAO*”), and SCO and UAO (which together with Greenville Health System, a public body corporate of the State previously known as Greenville Health System Board of Trustees, are collectively defined herein as “*GHS*”) operate a comprehensive, integrated health care system that includes a range of health care facilities and professional practices with health educational affiliations serving the Upstate region of the State; and

WHEREAS, PH is a comprehensive, integrated health care system including a range of health care facilities and professional practices with health educational affiliations serving the Midlands region of the State; and

WHEREAS, under the Affiliation Agreement, the Borrower will set the strategic direction for the System, provide support services to PH and GHS and other providers joining the System, and exercise certain governance and operational powers that are reserved to it as a member of PH and GHS, respectively; and

WHEREAS, the proceeds of the Bonds will be used to (i) repay certain prior debt obligations issued by or for GHS and PH to finance or refinance hospital and health care facilities (together, the “*Projects*”) to enable the Borrower to integrate the System (the “*Undertaking*”) and (ii) pay certain costs of issuance of the Bonds and fees for any credit enhancements, liquidity facilities or hedges deemed necessary by the Borrower; and

WHEREAS, the Borrower is projecting that the assistance of the Authority by the issuance of the Bonds, in one or more series, to finance the Undertaking, (1) will result in the maintenance of existing employment for approximately 28,000 people from the Counties and the surrounding areas, and (2) will continue to stimulate the economy of the Counties and surrounding areas by (a) increased payrolls, (b) capital investment, and (c) tax revenues; and

WHEREAS, the Board of the Borrower and the Authority requested the County Council of Richland County hold a public hearing as required by the Act and requested the adoption of this Resolution by the County Council of Richland County (the “*County Council*”); and

WHEREAS, the County Council, as the governing body of Richland County, and the Authority have on December 5, 2017, jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in Richland County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

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

Section 1. It is hereby found, determined and declared, based on information provided by the Borrower, that (a) the Undertaking will subserve the purposes of the Act; (b) the Undertaking is anticipated to benefit the general public welfare of Richland County by providing services, employment, or other public benefits not otherwise provided locally; (c) the issuance of the Bonds and the Undertaking will give rise to no pecuniary liability of Richland County or a charge against the general credit or taxing power of Richland County; (4) the amount of Bonds required to finance the Undertaking is \$1,500,000,000 and (5) the documents to be delivered by 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 in connection with the retirement of the Bonds and the maintenance of the Projects (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 Projects and carry all proper insurance with respect thereto.

Section 2. The County Council supports the Authority in its determination to issue the Bonds allocable to the Undertaking in so far as such relates to Richland County to defray the costs of the Undertaking, including costs of issuance, if determined by the Borrower.

Section 3. The Bonds shall not constitute an indebtedness of Richland County within the meaning of any State Constitutional provisions or statutory limitations and shall be payable solely from revenues as set forth in the authorizing documents of the Bonds. The full faith, credit and taxing powers of Richland County are not pledged to secure the Bonds.

Section 4. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 5th day of December, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

County Administrator

(SEAL)

Attest:

Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing (1) the execution and delivery of a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between Richland County, South Carolina (the "County"), and Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils L.L.C., acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), in connection with certain additional investment to be located in the County; and (2) other matters related thereto

Notes:

First Reading: November 7, 2017

Second Reading: November 14, 2017

Third Reading: December 5, 2017 {Tentative}

Public Hearing: November 14, 2017

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

AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE “COUNTY”), AND CONSTANTIA BLYTHEWOOD, LLC, F/K/A CONSTANTIA HUECK FOILS L.L.C., ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE “COMPANY”), IN CONNECTION WITH CERTAIN ADDITIONAL INVESTMENT TO BE LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”, and, together with the Negotiated FILOT Act, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (each a “Park”) in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the County, pursuant to the Negotiated FILOT Act and an Ordinance duly enacted by the Council on December, 11, 2012, previously entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of December 1, 2012 (the “Fee Agreement”) with the Company, pursuant to which the Company agreed to make, and the County agreed to accept, certain negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to the establishment and/or expansion of certain manufacturing and related facilities located within the County (as further so defined in the Fee Agreement, the “Project”); and

WHEREAS, Constantia Blythewood, LLC, a limited liability company organized under the laws of the state of Delaware (the “Company”), and formerly known as Constantia Hueck Foils, LLC, is considering the making of additional investment in the Project (the “Expansion Project”) and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least an additional \$11,750,000 in the Expansion Project and will create, or cause to be created, at least 41 new, full-time jobs in the County; and

WHEREAS, in order to induce location of the Expansion Project in the County, and in accordance with the Special Source Act, the County, at the request of the Company, desires to offer,

amongst other things, a) a five-year extension of the Investment Period (as defined in the Fee Agreement) applicable to the Negotiated FILOT arrangement, b) a ten-year extension of the Term applicable to the Negotiated FILOT arrangement (as defined in the Fee Agreement) and c) a five-year extension of the current Special Source Credits benefit period in the event certain additional Project investment thresholds are satisfied, all as set forth herein and in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company (the “First Amendment”), the form of which is attached as Exhibit A.

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

Section 1. The County hereby approves modifications to the Fee Agreement to, amongst other things, a) a five-year extension of the Investment Period (as defined in the Fee Agreement) applicable to the Negotiated FILOT arrangement, b) a ten-year extension of the Term applicable to the Negotiated FILOT arrangement (as defined in the Fee Agreement) and c) a five-year extension of the current Special Source Credits benefit period in the event certain additional Project investment thresholds are satisfied, all as set forth in greater detail in the First Amendment.

Section 2. The form, terms and provisions of the First Amendment presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the First Amendment was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the First Amendment to be delivered to the Company. The First Amendment is to be in substantially the form now before this meeting and hereby approved, upon advice of counsel, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of the First Amendment now before this meeting.

Section 3. Each of the Chairman of the Council and the County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the First Amendment and the performance of all obligations of the County thereunder.

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.

[End of Ordinance]

ENACTED in meeting duly assembled this ____ day of _____, 2017.

**RICHLAND COUNTY,
SOUTH CAROLINA**

(SEAL)

Joyce Dickerson
Chair, Richland County Council

ATTEST:

Clerk, Richland County Council

First Reading: November 7, 2017
Second Reading: November 14, 2017
Public Hearing: November 14, 2017
Third Reading: December 5, 2017

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 unanimous approval, by the County Council at its meetings of _____, 2017, _____, 2017, and _____, 2017, 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, Richland County Council

Dated: _____, 2017

Exhibit A
Form of the First Amendment

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

By and between

RICHLAND COUNTY, SOUTH CAROLINA

and

**CONSTANTIA BLYTHEWOOD, LLC,
(F/K/A CONSTANTIA HUECK FOILS L.L.C)**

Amended as of _____

This Amendment pertains to the Fee in Lieu of Tax and Incentive Agreement dated as of December 1, 2012, between Richland County, South Carolina (the “County”) and a company identified for the time being as Constantia Blythewood, LLC, f/k/a Constantia Hueck Foils, LLC (the “Company”).

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “First Amendment”), dated as of _____, 2017 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 CONSTANTIA BLYTHEWOOD, LLC, a limited liability company organized and existing under laws of the State of Delaware, and formerly known as Constantia Hueck Foils, L.L.C, acting for itself, one or more affiliates, and/or other project sponsors (the “Company”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”, and, together with the Negotiated FILOT Act, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (each a “Park”) in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the County, pursuant to the Negotiated FILOT Act and an Ordinance duly enacted by the Council on December 11, 2012, previously entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of December 1, 2012 (the “Fee Agreement”) with the Company, pursuant to which the Company agreed to make, and the County agreed to accept, certain negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to the establishment and/or expansion of certain manufacturing and related facilities located within the County (as further so defined in the Fee Agreement, the “Project”) and agreed to the inclusion and maintenance of the Project in a Park; and

WHEREAS, the Company is considering the making of additional investment in the Project (the “Expansion Project”) and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least an additional \$11,750,000 in the Expansion Project and will create, or cause to be created, at least 41 new, full-time jobs in the County; and

WHEREAS, in order to induce location of the Expansion Project in the County, and in accordance with the Special Source Act, the County has determined to approve and provide for, amongst other things, a) a five-year extension of the Investment Period (as defined in the Fee Agreement) applicable to the Negotiated FILOT arrangement, b) a ten-year extension of the Term (as defined in the

Fee Agreement) applicable to the Negotiated FILOT arrangement, and c) a five-year extension of the current Special Source Credit benefit period in the event certain additional Project investment thresholds are satisfied, all as set forth in greater detail in this First Amendment; and

WHEREAS, the specific terms of such modifications, as well as additional related provisions, are set forth in this First Amendment; and

WHEREAS, the County approved the foregoing actions and the other modifications to the Fee Agreement set forth in this First Amendment to be effected, and authorized the execution and delivery of this First Amendment, pursuant to that certain Ordinance duly enacted by the Council on _____, 2017.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

Section 2. Amendment of Fee Agreement. The Fee Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended as follows:

(i) The definition of “*Company*” is hereby deleted and inserted to read as follows:

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

(ii) The definition of “*Compliance Period*” is hereby deleted and inserted to read as follows:

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this agreement, and ending on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising the Project was placed into service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The Negotiated FILOT Property comprising the Project was placed into service in the Property Tax Year ending on December 31, 2013, and as such, the Compliance Period will end on December 31, 2018.

(iii) The definition of “*Investment Period*” is hereby deleted in its entirety and the following is substituted therefor:

“*Investment Period*” shall mean shall mean the period commencing with

the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this agreement, and ending on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising the Project was placed into service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The Negotiated FILOT Property comprising the Project was placed into service in the Property Tax Year ending on December 31, 2013, and as such, the Compliance Period will end on December 31, 2023.

(b) Section 2.02(a) is hereby deleted in its entirety and the following is substituted therefor:

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

(c) Section 3.02(a) is hereby deleted in its entirety and the following is substituted therefor:

(a) The County, as an additional incentive to induce the Company to locate the Project within the County, as reimbursement for investment in Special Source Property related to the Project and subject to the requirements of the Special Source Act, agrees that, if the investment in the Project increases to \$20,000,000 by the end of the Compliance Period, each of the Company and any other Sponsor or Sponsor Affiliate (each a "Claiming Entity") shall be entitled to claim Special Source Credits against each annual FILOT payment made by such Claiming Entity with respect to the Project, whether made as a Negotiated FILOT Payment pursuant to the Negotiated FILOT Act or as a FILOT payment made pursuant to the Multi-County Park Act, in an amount equal to twenty-five percent (25%) of each such FILOT Payment for a period of four (4) years, commencing with the first year after which the County has received written certification from the Company with appropriate supporting documentation as may be reasonably requested by the County, confirming that the investment in the Project reaches \$20,000,000. The County further agrees that, if the investment in the Project increases to \$27,500,000, in the aggregate, by the end of the Investment Period, each Claiming Entity shall be entitled to claim Special Source Credits against each annual FILOT payment made by such Claiming Entity with respect to the Project, whether made as a Negotiated FILOT Payment pursuant to the Negotiated FILOT Act or as a FILOT payment made pursuant to the Multi-County Park Act, in an amount equal to twenty-five percent (25%) of each such FILOT Payment for an additional five (5) years, commencing with the first year after which the County has received written certification from the Company with appropriate supporting documentation as may be reasonably requested by the County, confirming that the investment in the Project reaches \$27,500,000.

(d) Section 4.01(c) is hereby deleted in its entirety and the following is substituted therefor:

(c) Reserved.

(e) Section 5.01(a) is hereby deleted in its entirety and the following is substituted therefor:

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by another Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this **Section 5.01**, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for ad valorem taxes. The initial Negotiated FILOT Payment which was due under current Code requirements the January 15 following the year in which the County added the initial Negotiated FILOT Property to its tax rolls, was due on January 15, 2015. If the Company designates any Sponsor or Sponsor Affiliates, as the same shall be consented by the County, if required, pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments hereunder with respect to such other entity's portion of the Negotiated FILOT Property. Unless and until such notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments with respect to such Negotiated FILOT Property.

(f) Section 5.01(b)(i) is hereby deleted in its entirety and the following is substituted therefor:

(i) For each annual increment of investment in Negotiated FILOT Property during the Investment Period, the annual Negotiated FILOT Payments shall be payable for a period of thirty (30) years. Accordingly, if Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a period of thirty (30) years with the result that, if investment is made during the final year of the Investment Period, the final Negotiated FILOT Payment hereunder shall be made in the fortieth (40th) year.

(g) Section 5.01(d)(i) is hereby deleted in its entirety and the following is substituted therefor:

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

income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the ad valorem taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the thirty (30) year payment period applicable to the Released Property.

(h) Section 9.04(b) is hereby deleted in its entirety and the following is substituted therefor:

(b) if to the Company:

Constantia Blythewood, LLC
Attn: Director of Finance
1111 Northpoint Blvd.
Blythewood, South Carolina 29016
Fax: 803-404-6582
Telephone: 803-404-6601

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

Morgan B. Crapps, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
P.O. Drawer 2426 (29202)
Columbia, South Carolina 29201
Fax: 803-727-1489
Telephone: 803-540-2147

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The Fee Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 5. Severability. In the event that any clause or provisions of this First Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 6. Multiple Counterparts. This First Amendment 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 7. Administration Expenses. The Company shall pay the County's reasonable expenses incurred by the County in the negotiation and approval of the terms and provisions of this First Amendment, including reasonable attorney's and consultant's fees, in an amount not to exceed \$3500.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Fee in Lieu of Tax Agreement to be effective as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson
Chair of Richland County Council

[SEAL]

Attest:

By: _____
Clerk, Richland County Council

CONSTANTIA BLYTHEWOOD, LLC.

By: _____
Name: _____
Title: _____

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Charter Nex Films, Inc. to provide for payment of a fee-in lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: June 20, 2017

Second Reading: November 14, 2017

Third Reading: December 5, 2017 {Tentative}

Public Hearing: July 11, 2017

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAX AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND CHARTER NEX FILMS, INC. TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Charter NEX Films, Inc., (“Sponsor”), desires to establish manufacturing and related facilities in the County (“Project”) consisting of anticipated investment in real and personal property of not less than \$84.5 million and the creation of 111 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

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

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

(d) The benefits of the Project to the public are greater than the costs to the public.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* To the extent not already included in the Park, the expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by Fairfield County Council.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 20, 2017
Second Reading: November 14, 2017
Public Hearing: July 11, 2017
Third Reading: December 5, 2017

EXHIBIT A
FORM OF FEE AGREEMENT

~#4836-7995-7578 v.1~

FEE-IN-LIEU OF COUNTY *AD VALOREM* TAXES AGREEMENT

BETWEEN

CHARTER NEX FILMS, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

_____, 2017

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Charter NEX Films, Inc.	1.1
Project Location	Carolina Pines Industrial Park	1.1; Exhibit A
Tax Map No.	R17600-01-35	
FILOT		
• Phase Exemption Period	30 years	1.1
• Contract Minimum Investment Requirement	\$84.5 million	6.1; Exhibit E
• Contract Minimum Jobs Requirement	111 jobs	6.1; Exhibit E
• Investment Period	Standard (first year property placed in service plus five years)	1.1
• Assessment Ratio:	6%	4.1
• Millage Rate	571.8	4.1
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• Brief Description	65% for FILOT Payments for years 1-8; 60% for FILOT Payments for years 9-30.	5.1; Exhibit D
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Other information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2017, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Charter NEX Films, Inc., a corporation organized and existing under the laws of the State of Wisconsin (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing project in the County, consisting of taxable investment in real and personal property of not less than \$84.5 million and the creation of 111 new, full-time jobs;

(d) By an ordinance enacted on _____, 2017, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its project in the County.

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

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, as the Act and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement and the

MOU, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

"Code" means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

"Commencement Date" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2018.

"Contract Minimum Investment Requirement" means an investment in real and personal property at the Project of not less than \$84.5 million, at least \$82.5 million of which is to be taxable investment.

"Contract Minimum Jobs Requirement" means not less than 111 full-time, jobs created by the Sponsor in the County in connection with the Project.

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

"County Council" means the Richland County Council, the governing body of the County.

"Credit Term" means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

"Department" means the South Carolina Department of Revenue.

"Diminution in Value" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

"Economic Development Property" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Equipment" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"Event of Default" means any event of default specified in Section 5.1 of this Fee Agreement.

"Fee Agreement" means this Fee Agreement.

"Fee Term" means the period from the effective date of this Fee Agreement until the Final

Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2052, the Final Termination Date is expected to be January 15, 2054, which is the due date of the last FILOT payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2023.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code, as the same may be amended from time to time.

“**MOU**” means the July 11, 2017 Memorandum of Understanding between the Sponsor and the County.

“**Multicounty Park**” means the multicounty industrial or business park governed by 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 such Agreement may be amended from time to time.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the

property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Charter NEX Films, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project as a "project" by adopting a Resolution on July 11, 2017, authorizing the County to enter into the MOU.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect

to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2018. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2019, if Project property is placed in service during 2018, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 14, 2010, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period) multiplied by

- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 571.8, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

The FILOT Payments shall be in amounts calculated on the basis of the net present value payment method set forth in Section 12-44-50(A)(3) of the Act. The net present value payment method shall provide for equal annual FILOT Payments for the term of this Fee Agreement with respect to each Phase of the Project, assuming that the Project property subject to the FILOT Payments does not change. The applicable discount rate to be used in connection with the calculation of the net present value payments shall be [TBD]%, which is the yield in effect for the United States Treasury 30-year bonds published in December, 2017.

For the avoidance of doubt, an illustration of the calculation of FILOT Payments and Infrastructure Credits is provided in Exhibit F.

Notwithstanding the provisions of this Section, the Sponsor shall not be entitled to take advantage of the net present value payment method in the event that they fail to invest or maintain, in the aggregate (without regard to depreciation), at least \$45 million in the Project as required by Section 12-44-50(A)(3) of the Act.

The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

In the event the Sponsor shall, in accordance with this Section, dispose of any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a) hereof, then, in accordance with Section 12-44-50(B)(2) of the Act, there shall be computed the amount of FILOT Payments which would have been due with respect to such Removed Component as of the disposal date under Section 4.1(a) without the use of the net present value payment method, and to the extent that the FILOT Payment which would have been due exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such Removed Component the Sponsor shall pay the difference (with interest as required under Section 12-44-50(B)(2) of the Act) with the next Net FILOT Payment to be made to the County pursuant to Section 5.1 after such property is disposed of. Notwithstanding the previous sentence, if Section 12-44-140(B) of the Act is repealed or modified between the effective date of this Fee Agreement and the date of any such future disposition under this Fee Agreement, then the Sponsor shall be required to make the payment referenced in the previous sentence only if and to the extent that, at the time of any such disposition, such payment would be statutorily required pursuant to Section 12-44-140(B) of the Act.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. In the property tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which

renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. For the avoidance of doubt, an illustration of the calculation of FILOT Payments and Infrastructure Credits is provided in Exhibit F. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the

amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

ARTICLE VII DEFAULT

Section 7.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “Cessation of Operations” means (i) a publicly announced closure of the Project, (ii) a layoff of a majority of the employees working at the Project, or (iii) a 50% or more reduction in production that continues for a period of twelve (12) months after the principal Project facility becomes fully operational;

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

(e) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(g) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. *Remedies on Default.*

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this 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.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information*.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor 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 in this Section or this Fee Agreement to the contrary, the Sponsor 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 Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, 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 for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the

same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to the County for Administration Expenses in the amount of, but in no event exceeding, \$7,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Charter NEX Films, Inc.

Attention: Plant Manager
10771 Farrow Road
Blythewood, SC 29016

WITH A COPY TO (does not constitute notice):

Charter NEX Films, Inc.
Attn: Vice President of Manufacturing
1264 E. High Street
Milton, WI 53563

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: George Wolfe
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, SC 29211

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates in

the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

(e) Upon termination of this Fee Agreement with respect to any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a), then, in accordance with Section 12-44-140(A) of the Act, there shall be computed the amount of FILOT Payments which would have been made with respect to such Economic Development Property as of the termination date without the use of the net present value payment method, and to the extent that the FILOT Payment which would have been so paid exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such Economic Development Property, then (i) if the termination is with respect to less than the entire remaining Project, the Sponsor shall pay the difference to the County, with interest as required by the Act, with the next Net FILOT Payments to be made to the County pursuant to Section 5.1, and (ii) if the termination is of the entire Project, then the Sponsor shall pay such difference, with interest as required by the Act, within 120 days of termination. Notwithstanding the previous sentence, if Section 12-44-140(A) of the Act is repealed or modified between the effective date of this Fee Agreement and any future termination of this Fee Agreement with respect to all or part of the Project, then the Sponsor shall be required to make any payment referenced in the previous sentence only if and to the extent that, at the time of any such termination, such payment would be statutorily required pursuant to Section 12-44-140(A) of the Act.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

CHARTER NEX FILMS, INC.

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being near the Town of Blythewood, in the County of Richland, State of South Carolina, being shown and delineated as Parcel A, containing 31.00 acres, on an ALTA/NSPS Land Title Survey prepared for Charter Nex by Cox and Dinkins, Inc. dated August 3, 2017, and recorded in Record Book 2245, page 1698, said tract having the following metes and bounds to wit:

Beginning at a point at the intersection of the southern right-of-way of Jenkins Brothers Road and the western right-of-way of Farrow Road, thence running in a southern direction along the western right-of-way of Farrow Road and the property now or formerly belonging to Mid-South 1080 Jenkins Brothers SC, LLC for an approximate distance of 977 feet to a 5/8" Rebar w/Cap (o), this being the POINT OF BEGINNING (P.O.B.); thence turning and running S 5°48'13" E along the western right-of-way of Farrow Road for a distance of 881.40 feet to a 1/2" Rebar (n); thence turning and running S 84°11'47" W along the property now or formerly belonging to Richland County for a distance of 1,746.63 feet to a 1/2" Rebar (n); thence turning and running N 13°53'36" W along the property now or formerly belonging to South Carolina Becknell Investors 2007, LLC for a distance of 213.87 feet to a 5/8" Rebar (o); thence turning and running N 13°52'04" W along the property now or formerly belonging to Becknell Properties for a distance of 412.79 feet to a 5/8" Rebar (o); thence turning and running N 76°08'22" E along the property now or formerly belonging to Patterson Logistics Services, Inc for a distance of 69.27 feet to a 5/8" Rebar (o); thence turning and running N 76°05'52" E along the property now or formerly belonging to Mid-South 1080 Jenkins Brothers (SC), LLC for a distance of 313.85 feet to a 5/8" Rebar (o); thence turning and running N 76°06'01" E along the property now or formerly belonging to Mid-South 1080 Jenkins Brothers (SC), LLC for a distance of 1,469.98 feet to a 5/8" Rebar w/Cap (o), this being the POINT OF BEGINNING (P.O.B.).

TMS No.: R17600-01-35

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____, 2017 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Charter NEX Films, Inc. (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By:
Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By:
Its:

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY DECEMBER 14, 2010 RESOLUTION (ATTACHED) REQUIRING CERTAIN
ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES
CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN
RICHLAND COUNTY**

WHEREAS, the Richland County Council encourages and supports economic development within the County; and

WHEREAS, the Richland County Council desires to ensure the maximum economic advantage for those industries locating in the County while providing for public disclosure of certain direct local cost and benefits of economic development incentives; and

WHEREAS, the Richland County Council has determined that the most prudent manner of providing such information is by the submission of annual reports by the industries that receive economic development incentives from the County.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL that the following requirements are hereby enacted:

1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
 - a. Name of company;
 - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
 - c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
 - d. Net jobs created to date as a result of the project;
 - e. List of all employees for reporting year by residential zip code only;
 - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator
Attn: Economic Development
P.O. Box 192
Columbia, SC 29202

3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes prior Economic Development Accountability Resolutions adopted by Richland County Council.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, FILOT document, or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this 21st day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14th day of December, 2010.

RICHLAND COUNTY COUNCIL

BY:


Paul Livingston, Chair

ATTEST this the 5 day of
~~January~~ ~~2010~~ 2011


Michelle Onley, Assistant Clerk of Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Infrastructure Credit shall be comprised of (i) a 65% credit to be applied against the first eight annual FILOT Payments under the Fee Agreement, and (ii) a 60% credit to be applied against the ninth through thirtieth annual FILOT Payments under the Fee Agreement. For the avoidance of doubt, an illustration of the calculation of FILOT Payments and Infrastructure Credits is provided in Exhibit F.

**EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK**

1. Infrastructure Credit Reimbursement Formula. If by December 31, 2022, the Sponsor has not (i) achieved the Contract Minimum Investment Requirement and (ii) the Contract Minimum Jobs Requirement, then the Sponsor may be required to reimburse the County for a percentage of the Infrastructure Credit benefit received by the Sponsor through December 31, 2022 (“*Credit Value*”) based on the following formula:

$$\begin{array}{lcl} \frac{\text{Actual Investment}}{\text{Contract Minimum Investment Requirement}} & \times 100 & = \text{Investment Achievement Percentage (may exceed 100\%)} \\ \frac{\text{Actual Job Creation}}{\text{Contract Minimum Jobs Requirement}} & \times 100 & = \text{Job Achievement Percentage (may not exceed 100\%)} \\ \frac{(\text{Investment Achievement Percentage}) + (\text{Job Achievement Percentage})}{2} & & = \text{Overall Achievement Percentage} \\ 100\% - (\text{Overall Achievement Percentage}) & & = \text{Reimbursement Factor} \\ \text{Infrastructure Credit} \times \text{Reimbursement Factor} & & = \text{Reimbursement Payment} \end{array}$$

For example, assuming a Credit Value of \$500,000, a \$93 million investment, and 93 jobs:

$$\begin{array}{lcl} \frac{\$93 \text{ Million (Actual Investment)}}{\$84.5 \text{ Million}} & \times 100 & = 110\% \\ \frac{93 \text{ jobs (Actual Job Creation)}}{111 \text{ Jobs}} & \times 100 & = 84\% \\ \frac{110\% + 84\%}{2} & & = 97\% \\ 100\% - 97\% & = & 3\% \text{ (Reimbursement Factor)} \\ \$500,000 \text{ (Credit Value)} \times 3\% & = & \$15,000 \text{ Reimbursement Payment} \end{array}$$

If, by December 31, 2022, the Sponsor has not created at least 55 new, full-time jobs at the Project, then no “Investment Achievement Percentage” in excess of 100% may be used in applying the formula set forth above in this subsection, even if the Sponsor invests more than \$84.5 million by such date.

If and to the extent that the Sponsor invests more than \$2 million in property tax-exempt pollution control equipment, such additional investment shall not be counted as part of the Actual Investment.

The Sponsor shall make any reimbursement payment to become owing under this Item 1 of this Exhibit E to the County within 90 days of receipt of a written demand for payment from the County, or its designee. If not timely paid, then such payment is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments.

2. Prospective Reduction of Infrastructure Credit. If, by December 31, 2022, the Sponsor has not (i) achieved the Contract Minimum Investment Requirement and (ii) the Contract Minimum Jobs Requirement, then the Infrastructure Credit shall be prospectively reduced as set forth below.

Depending on the Overall Achievement Percentage as of December 31, 2022, as determined pursuant to the formula set forth in Item 1 of this Exhibit E, the prospective Infrastructure Credit shall be as follows:

<u>Overall Achievement Percentage</u>	<u>Infrastructure Credit</u>
85% - 100%	Full Value, i.e., 65% or 60%, as applicable
80% - 84%	50%
70% - 79%	40%
60% - 69%	35%
50% - 59%	30%
0% - 49%	0%

If, by December 31, 2022, the Sponsor (i) has not invested or caused to be invested at least \$42.3 million in the Project, or (ii) has not created at least 55 new, full-time jobs at the Project, then the Sponsor shall not receive any Infrastructure Credit benefits for County property tax year 2023 (the FILOT Payment for which will be due by January 15, 2024) or for any subsequent County property tax year; provided, however, if at any time after December 31, 2022, the Sponsor achieves the investment and job levels referenced in this sentence, then the County and the Sponsor shall discuss in good faith the prospective provision of an Infrastructure Credit in line with the Infrastructure Credit levels provided in this Fee Agreement.

EXHIBIT F (see Sections 4.1 and 5.1)
FILOT/SSRC ILLUSTRATION

**EXHIBIT F (See Sections 4.1 and 5.1)
July 5, 2017 FILOT/SSRC Illustration**

**Project Aegis
Richland County**

30-Year Fee-in-Lieu of Tax Illustration (Fixed Millage)

Year	Standard Ad Valorem Tax - Includes 5-Yr. Abatement	Investment Window FILOT Payment Stream					Total FILOT Payments	Equalized Payment	Payment w/ Credit
		Yr. 1 Investment \$ 12,000,000	Yr. 2 Investment \$ 20,400,000	Yr. 3 Investment \$ 18,500,000	Yr. 4 Investment \$ 19,500,000	Yr. 5 Investment \$ 14,100,000			
1	\$ 577,104	\$ 396,978	\$ -	\$ -	\$ -	\$ -	\$ 396,978	\$ 310,994	\$ 108,848
2	\$ 1,500,231	\$ 382,260	\$ 639,501	\$ -	\$ -	\$ -	\$ 1,021,761	\$ 597,741	\$ 209,209
3	\$ 2,247,157	\$ 367,542	\$ 579,119	\$ 568,655	\$ -	\$ -	\$ 1,515,316	\$ 780,570	\$ 273,200
4	\$ 2,966,991	\$ 352,823	\$ 518,737	\$ 502,612	\$ 606,737	\$ -	\$ 1,980,910	\$ 1,023,529	\$ 358,235
5	\$ 3,340,240	\$ 338,105	\$ 458,355	\$ 436,569	\$ 544,468	\$ 430,531	\$ 2,208,029	\$ 1,143,196	\$ 400,118
6	\$ 3,082,240	\$ 323,387	\$ 397,973	\$ 370,526	\$ 482,199	\$ 377,319	\$ 1,951,405	\$ 1,143,196	\$ 400,118
7	\$ 2,818,585	\$ 308,669	\$ 337,591	\$ 304,484	\$ 419,930	\$ 324,108	\$ 1,694,781	\$ 1,143,196	\$ 400,118
8	\$ 2,498,676	\$ 293,951	\$ 277,209	\$ 238,441	\$ 357,661	\$ 270,896	\$ 1,438,157	\$ 1,143,196	\$ 400,118
9	\$ 2,191,990	\$ 291,275	\$ 216,827	\$ 172,398	\$ 295,392	\$ 217,684	\$ 1,193,575	\$ 1,143,196	\$ 457,278
10	\$ 1,916,003	\$ 291,275	\$ 205,848	\$ 106,355	\$ 233,123	\$ 164,473	\$ 1,001,073	\$ 1,143,196	\$ 457,278
11	\$ 1,688,717	\$ 291,275	\$ 205,848	\$ 94,347	\$ 170,854	\$ 111,261	\$ 873,585	\$ 1,143,196	\$ 457,278
12	\$ 1,579,608	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 58,049	\$ 809,051	\$ 1,143,196	\$ 457,278
13	\$ 1,576,325	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
14	\$ 1,592,089	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
15	\$ 1,608,009	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
16	\$ 1,624,090	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
17	\$ 1,640,330	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
18	\$ 1,656,734	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
19	\$ 1,673,301	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
20	\$ 1,690,034	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
21	\$ 1,706,934	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
22	\$ 1,724,004	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
23	\$ 1,741,244	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
24	\$ 1,758,656	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
25	\$ 1,776,243	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
26	\$ 1,794,005	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
27	\$ 1,811,945	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
28	\$ 1,830,065	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
29	\$ 1,848,365	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
30	\$ 1,866,849	\$ 291,275	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 799,376	\$ 1,143,196	\$ 457,278
31	\$ 1,885,518	\$ 687,041	\$ 205,848	\$ 94,347	\$ 159,532	\$ 48,374	\$ 508,101	\$ 832,202	\$ 832,202
32	\$ 1,904,373	\$ 693,911	\$ 490,396	\$ 94,347	\$ 159,532	\$ 48,374	\$ 302,253	\$ 545,455	\$ 545,455
33	\$ 1,923,416	\$ 700,850	\$ 495,300	\$ 227,013	\$ 159,532	\$ 48,374	\$ 207,906	\$ 362,625	\$ 362,625
34	\$ 1,942,651	\$ 707,859	\$ 500,253	\$ 229,283	\$ 387,696	\$ 48,374	\$ 48,374	\$ 119,666	\$ 119,666
Totals	\$ 64,982,723	\$ 11,961,424	\$ 9,439,917	\$ 5,231,969	\$ 7,007,768	\$ 3,018,555	\$ 31,540,031	\$ 34,295,867	\$ 14,470,035
NPV	\$ 42,637,046	\$ 6,297,410	\$ 5,806,419	\$ 3,702,177	\$ 4,919,748	\$ 2,423,157	\$ 22,164,268	\$ 22,164,268	\$ 9,018,754

Investment Schedule:

Assumptions:

Land & Building \$ 16,500,000
& Equipment \$ 68,000,000
Total Investment \$ 84,500,000

Tax District Millage Rate 2DP
Abatable Millage Net Total 0.5718
Millage LOST Credit 0.0968
Factor Annual Depreciation 0.475
Max Depreciation Annual N/A 11%
Millage Growth Discount 90% 1%
Rate MCIP Split 2.75%
1%

FILOT Assessment Ratios Real
Property Personal Property 6%
Standard Assessment Ratios Real
Property Personal Property 6%
Special Source Revenue Credit
SSRC Yrs
1-8 SSRC
Yrs 9-30 65%
60%

DATE: 7/5/2017

DISCLAIMER:



Richland County Council Request for Action

Subject:

Request of Board of Voter Registration and Elections: Repeal of Ordinance Section 1-16 of Chapter 1, General Provisions of the Richland County Code of Ordinances

Notes:

November 16, 2017 – The committee recommended to allow the Board of Voter Registration and Elections to use the reimbursement funds, in the amount of \$307,383, to settle 3 pending lawsuits and to not repeal the ordinance.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Administration & Finance Committee Meeting November 16, 2017 Committee Briefing Document

Agenda Item

Repeal of Ordinance Section 1-16 of Chapter 1, General Provisions of the Richland County Code of Ordinances

Background

County Council is being asked to rescind Section 1-16 of Chapter 1, General Provisions of the Richland County Code of Ordinances. It reads, in part:

Notwithstanding any other ordinance, Richland County shall not pay the legal fees incurred by any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. Further, Richland County shall not pay any legal judgments ordered against, or any settlement amounts proposed by or on behalf of any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. This ordinance only applies to boards, committees, commissions or similar entities, and does not apply to offices under the direction of County elected officials or offices under the direction of officials appointed by the Richland County Council or the Richland County Administrator.

Issues

The Board understands that it is the belief of the County Council that because they are not the appointing authority for the Board or its staff that they should not fund the legal fees and obligations of the Board as the Council believes that those functions should be handled by the state.

The Board is currently awaiting a legal opinion from the Office of the Attorney General to resolve this issue. However, the Board has legal obligations that pre-date this ordinance and has reached a settlement in two legal matters. The administration refuses to allow the Board to pay those fees and settlements out of its FY18 budget citing this ordinance, Furthermore, the Board has no effective legal representation in three current matters as its attorneys are refusing further work until all past bills are paid. Regarding the settlement matters, the Board has until January 2, 2018 to complete the settlement or the cases will be restored to the active docket and the litigation will proceed. It is in the best interests of the citizens of Richland County that the settlements proceed and avoid the continued costs of litigation.

Fiscal Impact

Rescinding the ordinance will have no immediate fiscal impact as the Board seeks to settle current legal matters with the budget amendment recently passed by Council.

Past Legislative Actions

This ordinance was passed by unanimous vote at a third reading on February 7, 2017.

Alternatives

Actively work with the Board in outstanding legal issues through other means. Failure to repeal the ordinance will leave the Board in a perilous legal situation.

Staff Recommendation

None as this a request of an appointed official.

Submitted by: Rokey W. Suleman, Director
Richland County Board of Voter Registration and Elections



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

Applicant must reside in Richland County.

Name: Michael B. Bailey

Home Address: 621 Lady Street, Unit B, Columbia SC 29201

Telephone: (home) 803-514-7238 (work) 803-898-2025

Office Address: 2600 Bull Street, Columbia SC 29201

Email Address: BaileyMB@dhec.sc.gov

Educational Background: MA/PhD in Judicial Law and Public Policy (In Progress) B.S in Health and Wellness

Professional Background: State Environmental Justice Coordinator/LLR's State Board of Examiners for Professional Counselors and Therapist (Appointed by Governor Nikki Haley)

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

Name of Committee in which interested: Richland Memorial Board of Trustees

Reason for interest: I'm interested in serving alongside my fellow community leaders currently staffed on the Richland Memorial Board of Trustees so that we can collectively act as a catalyst for change and improve the physical, emotional, and spiritual health of our communities here in Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Public Health Official, Expertise in Health Equity and Environmental Justice, Project/Program Management Professional, Trained in Program Evaluation Policy Analysis/Implementation, Trained in Cost Benefit Analysis, Project Manager for South Carolina's Tentative Statewide Health Disparities and Environmental Justice Conference.

Presently serve on any County Committee, Board or Commission? Council of Governments

Any other information you wish to give? Conducted informational interview with Richland Memorial's Board Chair, National Association of County & City Health Official, National Association for Chronic Disease Directors, Association for Public Policy Analysis & Management Equity & Inclusion Fellowship Recipient (1 of 35 chosen nationally).

Recommended by Council Member(s): I have informed my council rep, Councilman Rose, and Madam Chair, Councilwoman Dickerson.

Hours willing to commit each month: As many as the needs of the community requires.

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 _____

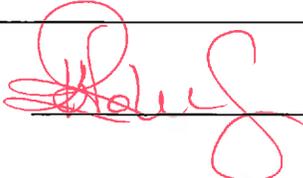
Michael B. Bailey
Applicant's Signature

10/02/2017
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>10-2-17</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: Cynthia "Cindy" Ottone

Home Address: 653 Hamlin Way Irmo, SC 29063

Telephone: (home) 803-465-0342 (work) 202-955-1711

Office Address: Local: 653 Hamlin Way Irmo, SC 29063

Email Address: ottone@NCQA.org

Educational Background: Masters Health Administration (USC 1999), Bachelor of Arts Health Science and Policy (University of Maryland Baltimore County 1996)

Professional Background: National Expert on Health Care Quality Improvement and Performance Measurement

Female

Age: 26-50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Current Trustee applying for second term. As a current Richland County resident and expert in health care quality, I am interested in using my professional skills to serve our community.

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

See attached resume and short biography

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

2014-present Trustee- Richland Memorial Hospital Board of Trustees (Chair elect 2018; Secretary 2016-2017),

Committees:

- Quality and Patient Safety Committee Member 2016-2017,
- Education Committee Chair 2016-2017,
- Education Committee Member 2015,
- Finance committee member 2014, 2016, 2017,
- Nominating Committee Member 2015-2016

Any other information you wish to give? No. _____

Recommended by Council Member(s): Councilman Bill Malinowski, Councilman Jim

Manning, Councilman Greg Pearce _____

Hours willing to commit each month: 10-15 or what is required. _____

CONFLICT OF INTEREST POLICY

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

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

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

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

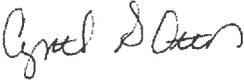
No _____

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?

No _____

If so, describe: _____

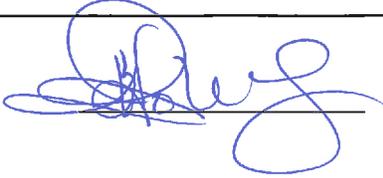

Applicant's Signature _____

10/29/17 _____
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>10-30-17</u>	Received by:	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Cindy Ottone, MHA

Ms. Ottone is the Director of Policy-Measures at the National Committee for Quality Assurance. Mrs. Ottone is an expert and frequent speaker on health care quality measurement and improvement. In her current position, Ms. Ottone supports the implementation of the NCQA measures and HEDIS Performance Measures. Ms. Ottone represents the policy perspective on several NCQA projects including: Physician Quality Reporting System (PQRS), Children's Health Insurance Program Reauthorization Act Technical Assistance (CHIPRA TA), National Quality Forum (NQF) measure maintenance, the Measure Advisory Panels, the Audit Methodology Panel, HEDIS Data Submission and Physician Recognition. Ms. Ottone is a recognized speaker on topics including: Health Care Quality, Health Plan and Physician Measurement, the Affordable Care Act, Patient Centered Medical Home, and Physician Incentive Programs. As the Director of Policy-Measures, she also supervises staff answering NCQA customers and constituents through the Policy Clarification Support system and Frequently Asked Questions.

Prior to working at NCQA, Ms. Ottone has worked with managed care organizations and physician practices. Ms. Ottone was assigned to quality measurement and improvement at Companion HealthCare, a Blue Cross Blue Shield HMO. While at Companion, Ms. Ottone focused her efforts on HEDIS measurement and reporting. At Companion, Ms. Ottone's duties also included Disease Management Programs, and Quality Improvement Activities in both the clinical and operations areas. Ms. Ottone has also worked in large provider practices with their billing systems and strategic planning.

Ms. Ottone received her Bachelors of Arts in Health Science and Policy from the University of Maryland, Baltimore. She received a Masters of Health Administration from the University of South Carolina School of Public Health. Ms. Ottone is a former adjunct faculty member at University of South Carolina School of Public Health and George Washington University School of Medicine and Health Sciences.

Cindy Ottone, MHA

653 Hamlin Way
Irmo, SC 29063
803-465-0347

PROFESSIONAL EXPERIENCE

1997-Present **National Committee for Quality Assurance, Washington, DC**

Director, Policy Measures (2005 – Present)

Responsible for managing the implementation of the performance measures implementation and production of specifications including HEDIS®.

- Work with a multidisciplinary team to develop clinical performance measures for new areas including: Ambulatory Care Organizations, National Quality Forum, Physician Measurement, Disease Management, Special Needs Health Plans, Pay for Performance (including California IHA program), and Physician Recognition.
- Creating and maintaining new and existing health-care measures. Expert Panel facilitation with clinical experts, coding experts, methodologists, pharmacy experts, and laboratory experts. Supporting all NCQA departments in the management and resolution of issues that affect the measures program, and building consensus at the staff, committee, and executive level.
- Conduct numerous conferences and speaking engagements on a variety of performance measures, quality improvement and clinical topics. Audiences include: clinical staff, health plan executives and staff, state and federal government representatives.
- Supporting CMS contracts as a content expert for Medicare Advantage, Children's Health Insurance Program (CHIP) Technical Support and Special Needs Health Plans. These contracts include oversight, support and reporting activities in collecting HEDIS data from over 1,000 Medicare health plans, CHIP and Special Needs Benefit plans.
- Participate as faculty for NCQA Conferences and present at conferences though NCQA's Speaker's Bureau.
- Supervise staff working with the Policy Clarification System- answering client questions on measure specifications and program implementation.

Manager HEDIS Policy (2000-2005)

Provided analytical and specification support for health plans implementing the HEDIS performance measures. Responsibilities included:

- Developing annual specifications.
- Facilitating Expert Policy Panel.
- Providing guidance on specification interpretation for external health plans, regulators, and clinicians. Provided internal support to audit, data collection, and development teams.
- Providing education sessions and seminars on performance measurement and HEDIS.

1998-2000 Companion Health Care, Columbia, SC*Special Projects in Quality Improvement*

Responsible for HEDIS data collection and accreditation responsibilities including those mentioned below. During this time, Companion achieved Excellent Accreditation Status from NCQA.

Responsibilities included:

- Created HEDIS Access Software Tool. This tool allowed the plan to capture medical record data and integrate this data with administrative data to calculate HEDIS rates.
- Conducted ongoing auditing of service areas (Customer Service, Complaints and Appeals, Cultural and Linguistic Services, Provider relations) ensuring compliance with NCQA, CMS and NMIS standards. Proposed interventions for improving performance in the service areas. Developed Quality Improvement Activities (QIAs) for these departments.
- Developed and implemented QIAs for behavioral health. This included implementing interventions to improve HEDIS rates.
- Facilitated committee to review all QIAs both clinical and service related.
- Evaluated organization for overall compliance with Medicare regulations and QISMC program.

ACADEMIC APPOINTMENTS

University of South Carolina – Arnold School of Public Health (adjunct faculty 2008-2014)

George Washington University – School of Health Sciences/School of Nursing
(Dual appointment- adjunct faculty 2010-2015)

EDUCATION

1999 Master in Health Administration

University of South Carolina Arnold School of Public Health Columbia, SC

1996 Bachelor of Science in Health Science and Policy, University of Maryland Baltimore
County Baltimore, MD

PROFESSIONAL SERVICE

2014-present Trustee- Richland Memorial Hospital Board of Trustees (Chair elect 2018;
Secretary 2016-2017),

Committees:

- Quality and Patient Safety Committee Member 2016-2017,
- Education Committee Chair 2016-2017,
- Education Committee Member 2015,
- Finance committee member 2014, 2016, 2017,
- Nominating Committee Member 2015-2016

2016 Richland County Housing and Urban Development Focus Group 2016

2000-2002 Measurement Committee- American Pharmacy Association

COMMUNITY SERVICE

2015 – present Dutch Fork Middle School- PTSA Committee Chair
2016-2017 Crossroads Middle School - School Improvement Council- Member
2013-2015 Ballentine Elementary School - School Improvement Council-
Member 2013-2014, President 2014-2015
2015, 2017 Richland Lexington School District 5 Title I/Title II Focus Group- participant
2014-2015 Richland Lexington School District 5- Parent Advisory Council Member
2009-2013 Ballentine Elementary School Classroom Volunteer
2008-2010 Seven Oaks Park Coach
2006-2008 Chelsea Park Homeowners Association Advisory Committee Chair



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

Applicant must reside in Richland County.

Name: Ronald Scott

Home Address: 108 Owenswood Lane, Irmo, SC 29063

Telephone: (home) (803) 315-0182 (work) _____

Office Address: 2126 Chestnut Street, Columbia, SC 29204

Email Address: ronaldtscott@gmail.com

Educational Background: J.D. (anticipated 2018 from USC), MPA and BS from USC

Professional Background: healthcare, local government, and law

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: See attached sheet

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

See attached sheet

Presently serve on any County Committee, Board or Commission? RMH Board of Trustees

Any other information you wish to give? See attached sheet

Recommended by Council Member(s): Councilman Bill Malinowski

Hours willing to commit each month: whatever time is necessary for board needs

CONFLICT OF INTEREST POLICY

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

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

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓ _____

If so, describe: _____



Applicant's Signature

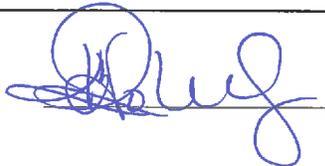
9/30/17

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>10-9-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Ronald T. Scott

Reason for interest: I submit this application for reappointment to a second term on the Richland Memorial Hospital Board of Trustees. It has been an honor and a privilege to serve the residents of Richland County as a board member for the past four years. I formerly worked in senior leadership for a major healthcare corporation in Richland County where I worked tirelessly to expand access to healthcare services for the citizens in the Midlands of South Carolina. We are at a crucial time in this country relative to healthcare laws, regulations, and initiatives. Richland County's strong relationship with Palmetto Health will undoubtedly play a vital role in ensuring that our citizens always have access to quality and affordable healthcare services.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have served for four years as a member of the Richland Memorial Hospital Board of trustees, including service as the board's designee to the Palmetto Health Children's Hospital and the Palmetto Health Cancer Center. I am currently a third-year law student at the University of South Carolina, where I am currently taking classes focused on healthcare law, policy, and financing. My present service as a member of the board, my former position as a healthcare executive, and my current enrollment at the University of South Carolina School of Law, all provide me a unique perspective on the ever-changing world of healthcare in the United States and in South Carolina in particular. It is my desire to continue serving as a member of the Richland Memorial Hospital Board of Trustees as we steer our healthcare system toward future growth and progress in the Midlands of South Carolina.

RONALD T. SCOTT

108 Owenswood Lane || Irmo, SC 29063 || (803) 315-0182 || ronaldtscott@gmail.com

EDUCATION

University of South Carolina School of Law Columbia, SC
Juris Doctor Candidate May 2018

- Dean's List
- Symposium Editor, South Carolina Law Review
- Black Law Students Association
- American Bar Association Law Student Division
- John Belton O'Neall Inn of Court

Publication: "Judicial Selection in South Carolina: Is the Time Ripe for Systematic Restructuring and Improvement? You be the Judge." South Carolina Law Review Survey Book, 68 S.C. L. REV. 2017.

University of South Carolina Columbia, SC
Master of Public Administration (MPA) May 2000

University of South Carolina Columbia, SC
Bachelor of Science in Criminal Justice August 1998

PROFESSIONAL EXPERIENCE

Haynsworth Sinkler Boyd, P.A. Columbia, SC
Summer Associate May-August 2016; June-August 2017

- Conducted legal research and prepared memoranda addressing legal issues in the areas of contracts, foreclosures, probate, estate planning, healthcare, employment, public finance and general civil litigation matters
- Observed mediations, depositions, hearings, and client meetings

Nelson Mullins Riley & Scarborough LLP Columbia, SC
Summer Associate May-June 2017

- Conducted legal research and prepared memoranda addressing legal issues in the areas of contracts, trusts, estate planning, employment, and general civil litigation matters
- Observed depositions and hearings

South Carolina Senate Judiciary Committee Columbia, SC
Law Clerk August-November 2016

- Conducted research on judicial candidates and compiled screening reports to prepare senators for public hearings on state judicial candidates
- Prepared memoranda and reports on legislation under consideration in the Senate Judiciary Committee

Eau Claire Cooperative Health Centers, Inc. Columbia, SC
Chief Organizational Development Officer, Department of Organizational Development 2014-2015

- Served on the executive leadership team for a \$30 million non-profit health cooperative
- Led the Cooperative's governmental affairs efforts by developing and strengthening relationships with federal, state, and local government entities
- Collaborated with the Cooperative's lobbyist to identify annual legislative priorities
- Assisted the board of directors, chief executive officer, and executive leadership team in developing annual goals and objectives to improve population health and to establish healthcare delivery facilities through implementation of a strategic plan

- Coordinated fundraising efforts to support the provision of healthcare for the uninsured and for underserved communities
- Worked with architects, engineers, and contractors to manage all phases of construction for new healthcare facilities

County of Lexington, South Carolina

Lexington, SC
2005-2014

Director, Department of Community Development

- Oversaw an annual departmental budget of \$4+ million and 35 employees
- Served on the County's senior leadership team and represented the County in key negotiations on regional government issues including, planning and development standards, public transit, energy efficiency, and homelessness
- Participated in economic development recruitment efforts to secure new capital investment and job creation
- Oversaw commercial and residential building plan review and inspections
- Oversaw plan review and ordinance interpretation for the Zoning Ordinance, Landscape and Open Space Ordinance, and Subdivision Regulations
- Coordinated with county departments, federal and state agencies, and community partners to facilitate continued community development and economic growth within Lexington County
- Evaluated and recommended eligible community projects to Lexington County Council to be awarded approximately \$2 million annually through federal grant funds through the U. S. Department of Housing and Urban Development (HUD)
- Oversaw construction projects for public facilities and public infrastructure through federal grant funds to ensure projects were completed on schedule and within the budget
- Addressed citizen concerns for administration, County Council, and other elected officials

South Carolina Employment Security Commission

Columbia, SC
2001-2005

Research and Planning Administrator, Department of Labor Market Information (LMI)

- Managed a staff of six research analysts responsible for preparing state labor force data
- Served as editor for the monthly "South Carolina Workforce Trends" magazine
- Functioned as the primary data liaison for state Workforce Investment Areas (WIAs)
- Oversaw maintenance and statistical updates to department's website
- Coordinated community outreach efforts for job fairs throughout the state
- Prepared specialized labor force data reports for elected officials, state agencies, and business leaders
- Planned LMI marketing efforts and appearances on WIS-TV's "Job Market Monday"
- Served as special assistant to the executive director for agency-wide succession planning and state accountability reporting

South Carolina Employment Security Commission

Columbia, SC

Statistical and Research Analyst, Department of Labor Market Information (LMI)

1999-2001

- Tracked employment data for students who completed degree programs at institutions of higher education
- Participated in the agency speaker's bureau and made presentations to high school and college students about growing career clusters in South Carolina
- Developed, analyzed, and distributed economic and labor market data as required by federal, state, and local government agencies
- Developed estimates of employment and unemployment for the state, large cities, and counties using the U. S. Department of Labor methodology
- Prepared and hand-delivered the monthly unemployment rate press release to the governor and lieutenant governor's offices, along with a briefing for key staff

COMMUNITY INVOLVEMENT

Palmetto Health Richland Memorial Hospital

Columbia, SC

Member, Board of Trustees

2014-Present

Monitor the delivery of healthcare and related services provided to the citizens of Richland County; support and monitor the stewardship of Palmetto Health; serve as the board's representative to the following

Palmetto Health boards and committees:

- Palmetto Health Legal Services Advisory Committee (2016-Present)
- Palmetto Health Cancer Center Board (2016-2017)
- Palmetto Health Children's Hospital Board (2015-2016)
- Palmetto Health Richland Medical Executive Committee (2015-2016)

Midlands Education and Business Alliance (MEBA)

Columbia, SC

Member, Board of Directors

2007-2017

- Worked to connect students, parents, educators and employers to education and career opportunities in the Midlands through programs and community partnerships

Progressive Church of Our Lord Jesus Christ, Inc.

Columbia, SC

National Secretary and Administrative Coordinator

2007-Present

- Maintain church business records and administrative files

United Way of the Midlands

Columbia, SC

Member, Financial Stability Council

2013-2015

- Worked to provide an adequate safety net for people in crisis while creating the "ladders" needed to achieve long-term self-sufficiency and economic independence

United Way of the Midlands

Columbia, SC

Member, Emergency Food and Shelter Committee

2008-2013

- Met the needs of hungry and homeless people by allocating federal funds for food and shelter provisions

KOBAN Columbia, Inc.

Columbia, SC

Chair, Board of Directors

2002-2011

- Oversaw youth development and mentoring programs for "at-risk" youth and former gang members in partnership with the Columbia Police Department and the Columbia Housing Authority



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

Applicant must reside in Richland County.

Name: MARYANNE WARNER BELSER

Home Address: 400 SALUDA AVENUE, COLUMBIA SC 29205

Telephone: (home) 803-787-0073 (work) 803-799-5533

Office Address: 1330 LADY STREET, COLUMBIA SC 29201 (KEENAN SUGGS INSURANCE)

Email Address: maryannebelsr@gmail.com

Educational Background: DAVIDSON COLLEGE, B.A., 2003

Professional Background: COMMUNICATIONS + MARKETING EXECUTIVE

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

Name of Committee in which interested: RICHLAND MEMORIAL

Reason for interest: THE ROLE OF OUR ONLY LEVEL I TRAUMA CENTER AND WORLD-CLASS CHILDREN'S HOSPITAL IS ESSENTIAL TO THE HEALTH AND GROWTH OF OUR COMMUNITY.

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

I BRING COMMITMENT AND ENERGY, COMBINED WITH BUSINESS COMMUNICATION EXPERIENCE, TO THE OPPORTUNITY TO SERVE OUR COMMUNITY.

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: AS REQUIRED

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Maryanne W. Belman
Applicant's Signature

9/19/17
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>9-19-17</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: Richard J. Wassermann, MD, MPH, FACS

Home Address: 1400 Adger Road, Columbia, SC 29205

Telephone: (home) 803-736-4058 (work) 803- 779- 1200

Office Address: 1220 Blanding Street, Columbia, SC 29201

Email Address: rjwpsc@bellsouth.net

Educational Background: Doctor of Medicine, Master of Public Health, BA Honors, Healthcare Economics. Please see attached CV.

Professional Background: Board Certified Plastic Surgeon in practice 20 years

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

Name of Committee in which interested: **Richland Memorial Board of Trustees**

Reason for interest: In today's complex and rapidly evolving health care environment, I hope to help guide Palmetto Health Richland in fulfilling its commitment to the residents of Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: My professional and educational background as well as 20 years of clinical practice and the construction and management of my accredited office based surgery center put me in a position to serve the residents of Richland County.

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

Any other information you wish to give? Please see attached CV.

Recommended by Council Member(s): Application in response to Public Notice

Hours willing to commit each month: 15 to 25 hrs per month

CONFLICT OF INTEREST POLICY

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

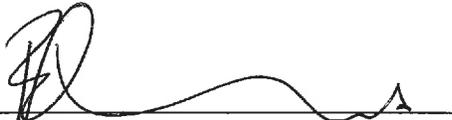
Yes _____ No X _____

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: Medical Director of Plastic Surgery Consultants, LLC _____

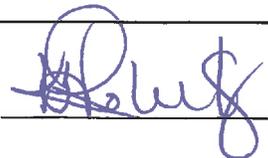

Applicant's Signature

6/19/17
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>6-19-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Curriculum Vitae
Richard J. Wassermann, MD, MPH, FACS

Current Position	Plastic Surgery Consultants, LLC – Medical Director 1220 Blanding Street, Columbia, SC 29201 (803) 779-1200, FAX (803) 779-1220
2017	Allergan Corporation-Consultant Advisory Board Member
2016-2017	Life Cell Corporation-Consultant Advisory Board Member
1997-present	Palmetto Health Richland Facial Trauma Call Panel, Columbia, SC Member
1997-2005	Richland Memorial Hospital Wound Healing Center, Columbia, SC Consulting Physician
1997-2002	University of South Carolina School of Medicine, Columbia, SC Associate Professor of Surgery, Division of Plastic and Reconstructive Surgery Assistant Professor of Surgery (1997-2001) Two Richland Medical Park, Suite 302 Columbia, SC 29203
	University of South Carolina School of Public Health, Columbia, SC Adjunct Assistant Professor, Department of Health Administration
	South Carolina Center for Cleft Palate/Craniofacial Deformities, Columbia, SC, Attending Plastic Surgeon
Surgical Training	
1994-1997	University of South Florida College of Medicine, Tampa, FL Plastic Surgery Residency
1990-1994	University of Chicago Hospitals, Chicago, IL General Surgery Residency
Education	
1986-1990	Tulane University School of Medicine, New Orleans, LA Doctor of Medicine A.O.A. eligible, ranked top 25% of class
1987-1990	Tulane University School of Public Health & TM, New Orleans, LA Master of Public Health Major in Health Systems Management Delta Omega Honor Society
1982-1986	University of Pennsylvania, Philadelphia, PA Bachelor of Arts Cum Laude Honors Major in Economics, Minor in Chemistry Entered university after junior year of high school

Page Two

Curriculum Vitae

Richard J. Wassermann, MD, MPH, FACS

- Professional Societies** South Carolina Society of Plastic & Reconstructive Surgeons, Past President
American Society of Plastic Surgeons, Active Member
American College of Surgeons, Fellow
Plastic Surgery Research Council, Active Member
American Society of Aesthetic Plastic Surgeons, Active Member
South Carolina Medical Association, Member
- Honors** **Teacher of the Year Nominee**, University of South Carolina SOM 2001-2002
Visiting Professor, Division of Plastic & Reconstructive Surgery,
University of Louisville SOM, 08/2000
Commendation for Outstanding Resident Teaching,
University of Chicago Hospitals, 1990/1993
Spirit Award, Lutheran General Hospital, 1991/1993
- Grants** **Human Genome Sciences, Inc.**-Phase II Clinical Trial, PRINCIPAL
INVESTIGATOR- Protocol WHO#4 \$171,000, 2001.
- Aesthetic Surgery Education & Research Foundation**-Cox-2 and TGFB
Isoform Expression in Periprosthetic Capsular Contracture, \$10,000.00, 2001-
2002.
- Immunex Pharmaceuticals, Inc.**-Phase II Clinical Trial, PRINCIPAL
INVESTIGATOR-Protocol #001.0020. \$50,000, 2000-2001.
- Southeastern Society of Plastic & Reconstructive Surgeons**-Breast Reduction
Outcomes, Efficacy and Economic Analysis, \$7000.00, 2000-2001.
Ortho-McNeil Pharmaceuticals, Inc.-Phase IV Clinical Trial, PRINCIPAL
INVESTIGATOR-CAPSS-083, \$75,000.00, 1999-2000.
- Robert Wood Johnson Research Institute**-Phase III, Clinical Trial, CO-
INVESTIGATOR-PDGF-PULC-002, \$75,000.00, 1997-1999.
- Plastic Surgery Educational Foundation**-Reduction of Local Recurrence of
Mammary Neoplasms by Flap Reconstruction, \$5000.00, 1995-1996.
- Professional Certification** 1999 Diplomate, **American Board of Plastic Surgery**, current
1997 South Carolina License, current
1995 Florida License, current
1990 Louisiana License, current

Appointments

- 2011- current **Palmetto Health Breast Center Advisory Committee**, Plastic Surgery Representative
- 2001-2002 **University of South Carolina SOM**, Research Strategic Planning Committee
- 2000-2002 **University of South Carolina SOM**, Research Advisory Council Member
- 2000-2002 **University of South Carolina SOM**, Class Advisor
- 2000-2003 **Advances in Skin and Wound Care**, Springhouse Corporation, Peer Review Panel
- 1999-2002 **University of South Carolina SOM**, M-IV Plastic Surgery Course Co-Director
- 1997-2000 **University of South Carolina SOM**, Curriculum Committee, Department of Surgery Representative
- 1998-2002 **University of South Carolina**, Undergraduate Preprofessional Advisor Committee Member
- 1998-2002 **University of South Carolina SOM**, Capstone Course Director, Plastic Surgery
- 1997 **THINC Faculty Seminar**, Invited Participant, Dallas, TX
- 1995-1997 **American Society of Plastic Surgeons**
Young Plastic Surgeons Committee
Delegate, AMA-Resident Physician Section
Alternate Delegate, AMA-Resident Physicians Section

Research

- Current "OR Variable Demand and Efficiency"
- Current "Prepectoral Breast Reconstruction in Patient's with Elevated BMIs"
- 2001 to 2005 "Modulation of Pro-inflammatory Cytokines in Periprosthetic Capsular Contracture."
- 1999 to Present "Reduction Mammoplasty, Efficacy, Satisfaction and Economic Analysis."
- 1996 to 2002 "Apoptosis Modulation in Wound Healing."

Publications

1. Merrill, J.C., **Wassermann, R.J.**: Growth in National Expenditures: Additional Analyses. Health Affairs; 4(4):91, 1985.
2. **Wassermann, R.J.**: Medical Malpractice Insurance Market Reform: Marginal Cost Pricing and First Party Insurance. Senior Honors Thesis; University of Pennsylvania, 1986.
3. **Wassermann, R.J.**, Saroyan, R.M., Janet, J.C., Kerstein, M.D.: Infra inguinal Revascularization for Limb Salvage in Patients with End-Stage Renal Disease. S Med Journal; 84:190, 1991.
4. **Wassermann, R.J.**, Greenwald, D.: Debilitating Granuloma of the Penis and Scrotum. Ann Plast Surg; 35:505, 1995.
5. **Wassermann, R.J.**, Howard, R., Markee, B., Greenwald, D.: Optimization of the MGH Repair Using a Systematic Algorithm for Tenorrhaphy Evaluation. Plast & Reconstr Surg; 99:1688, 1997.
6. Greenwald, D.P., **Wassermann, R.J.**, May, J.W.: Development and Optimization of the MGH Repair: An Algorithm for Tenorrhaphy Evaluation. Op Tech in Plast & Reconstr Surg; 4:17, 1997.
7. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Plastic Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, 1998.
8. **Wassermann, R.J.**, Polo, M., Smith, P., et al. Differential Production of Apoptosis-Modulating Proteins in Patients with Hypertrophic Burn Scar. J of Surg Res; 75: 74-80, 1998.
9. Smith, P., Stadlemann, W., **Wassermann, R.J.**, et al. Benign Symmetric Lipomatosis "Madelung's Disease": A Case Report. Ann Plas Surg; 41:671, 1998.
10. Robson, M.C., Maggi, S.P., Smith, P., **Wassermann, R.J.**, et.al. Ease of Wound Closure as an End Point of Treatment Efficacy. Wound Rep Reg; 7 (2): 90, 1999.
11. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Hand and Wrist Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, PA 1999
12. Greenwald, D.P., **Wassermann, R.J.**, Deluca, L. An Algorithm for Tenorrhaphy Evaluation. Adv Plas & Reconstr Surg; 16, 1999.
13. Daysart, F., Greenwald, D.P., **Wassermann, R.J.**, et al. An Update in Management of Flexor Tendon Injuries. Florida Medical Journal; 86(2) (92-96), 2000.
14. Corarrudias, L.G., Bartlett, R., Barratt, D.M., **Wassermann, R.J.**, Rhino-Orbital-Cerebral Mucormycosis due to "Apophysomyces Elegans" in an Immunocompetent Individual: A Case Report and Review of the Literature. J Trauma; 50 (2): 353-7, 2001.

Presentations

“Body Contouring After Massive Weight Loss Surgery: An Individualized A.” Palmetto Health Weight Management Center, Columbia, SC, 08/2016, 11/2005

“Embryology of the Face.” Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2002.

“Value.” University of South Carolina SOM, Pearls of Wisdom Lecture, Columbia, SC 06/2002.

“*The Burden of Lower Extremity Ulcers in the United States.*” Wound Healing Society, Baltimore, MD 05/2002.

“*Cox-2 and TGF-B Isoform Expressions in Periprosthetic Capsular Contracture.*” American Society for Aesthetic Surgery, Las Vegas, NV 04/2002. (American Society for Aesthetic Surgery 2001 Research Grant).

“*Update-Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*” South Carolina Society of Plastic Surgeons, Columbia, SC 02/2002.

“Embryology of the Face.” Graduate Genetics Lecture, University of South Carolina, Columbia, SC 10/2001.

“*Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*” Southeastern Society of Plastic Surgeons, Buena Vista, FL 06/2001. (Southeastern Society of Plastic Surgeons Research Grant).

“Breast Reconstruction: An Individualized Approach.” Baptist Hospital Breast Health Center, Columbia, SC, 05/2001.

“Breast Reconstruction-A Personalized Approach.” Reach to Recovery-Health South Rehabilitation Hospital, Columbia, SC 01/2001.

“Embryology of the Face.” Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2000.

“*Growth Factors and Beyond in Wound Healing.*” Visiting Professor, University of Louisville SOM, Division of Plastic Surgery, Grand Rounds, Louisville, KY, 08/2000.

“Economic Impact of Chronic Wounds.” Symposium Chairman-OCC Educational Foundation, Toronto, CAN, 06/2000.

“Distraction Osteogenesis of the Craniofacial Skeleton.” South Carolina Craniofacial Symposium, Columbia, SC, 04/2000.

“Growth Factors and Beyond.” Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 03/2000.

“Growth Factors and Beyond.” South Carolina Chapter American College of Surgeons, Columbia, SC, 02/2000.

“A Rational Approach to Wound Healing in the 20th Century.” Family Practice Grand Rounds, University of South Carolina SOM, Columbia, SC, 02/2000.

“Pressure Ulcers – A Rational Approach to Treatment.” Wound Healing Centers of Excellence Symposium, Columbia, SC, 12/1999.

“Diabetic Full Thickness Neuropathic Ulcers.” The Case for Growth Factors, Wounds 2000 Symposium, Columbia, SC, 11/1999.

“Embryology of the Face.” Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/1999.

“*Exogenous rh TGF β ₂ Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.*” 3rd Joint Meeting of the European Tissue Repair Society and the Wound Healing Society, Bordeaux, France, 08/1999.

“*Exogenous rh TGF β ₂ Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.*” Plastic Surgery Research Council, Pittsburgh, PA, 05/1999.

“A Rational Approach to Wound Care.” Health Learning Systems, Dallas, TX, 05/1999.

“The Role of Growth Factors in Wound Healing.” Ortho-McNeil Pharmaceuticals, Inc., Consultant, Educational Program, San Francisco, CA, 12/1998.

Research Conference Institute for Tissue Repair, Regeneration & Rehabilitation, Bay Pines, FL, 11/1998.

Maggi, S.P., Smith, P., **Wassermann, R.J.** et al. “Ease of Wound Closure as an End Point of Treatment Efficacy.” Wound Healing Society, Salt Lake City, UT, 06/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 05/1998.

“Growth Factors and Beyond.” Hyperbaric Medical Society, HBO Symposium, Columbia, SC, 04/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Richland Memorial Hospital, Columbia, SC, 02/1998.

“Why Managed Care?” Annual Congress of the South African Society of Plastic and Reconstructive Surgeons, Capetown, SA, 10/1997.

“*Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.*” American Burn Association, New York, NY, 03/1997.

“*Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.*” Plastic Surgery Research Council, Galveston, TX, 02/1997.

“Why Managed Care?” Florida Society of Plastic and Reconstructive Surgeons, Boca Raton, FL, 12/1996.

“A Systematic Approach to Biomechanical Analysis and Design Optimization of Flexor Tenorrhaphy Techniques.” American Society of Plastic Surgeons, Dallas, TX, 11/1996.

“Why Managed Care?” Division of Plastic Surgery Ground Rounds, Oregon Health Sciences University, Portland, OR, 11/1996.

“Dynamic Analysis of Flexor Tendon Repairs in Human Hands: Strength, Toughness and Operator Variability.” American Association for Hand Surgery, Palm Springs, CA, 01/1996.

“Flexor Tendon Repairs: Development of a Superior Technique.” Southeastern Society of Plastic and Reconstructive Surgeons, Ponte Vedre Beach, FL, 06/1995.

**Italics*-denotes scientific abstracts



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Mettauer (Tau) L. Carlisle
Home Address: 5717 Lakeshore Dr., Columbia, SC 29206
Telephone: (home) (803) 782-8038 (work) cell (803) 509-1983
Office Address: same - retired
Email Address: tauCarlisle@hotmail.com
Educational Background: AC Flora, USC
Professional Background: Retired from SC Budget Control Board
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning Comm.
Reason for interest: Concern over urban sprawl

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

Commission:

Have lived in Columbia entire life and want to give back now in my retirement

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

Any other information you wish to give? formerly on Performing Art Center Board

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: 10

CONFLICT OF INTEREST POLICY

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

Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No

If so, describe: _____

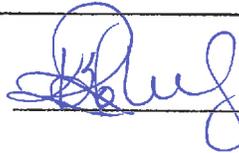

Applicant's Signature

11/2/17
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>11-3-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

4.5 Meetings

Committees shall meet regularly in a room designated by the Committee Chair. No committee shall meet while the Council is meeting without special leave. No committee shall sit unless a quorum is present. **No meeting of a committee of Council may be scheduled to commence at the same time, or within _____ (minutes, hours) of the scheduled start of another meeting of a committee of Council. For purposes of this rule, a "meeting of a committee of Council" is a meeting where a quorum of Council members who have been appointed by the Chair of County Council to a committee, subcommittee, ad hoc committee, working group or any other public body is in attendance.** No Council member shall be allowed under any circumstances to vote by proxy. Members of Council, whenever possible, shall make inquiries and requests for information at the Committee meetings. Members of the public may address a Committee with the permission of the Committee Chair and with the consent of the Committee; however, any material that a citizen intends to present, including audio and visual presentations, must be approved by the Clerk of Council prior to the Committee meeting



REQUEST OF ACTION

Subject: FY18 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$35,000** for District 3.

B. Background / Discussion

For the current Fiscal Year (2018-2019), County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as list below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial Discretionary Account Funding</u>	<u>\$164,850</u>
Nickelodeon Theater	\$ 20,000
Jack and Jill of America	\$ 7,500
Columbia World Affairs Council	\$ 7,500
Total	\$ 35,000
Remaining Balance	\$129,850

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.