

# **RICHLAND COUNTY**

## **SPECIAL CALLED MEETING AGENDA**



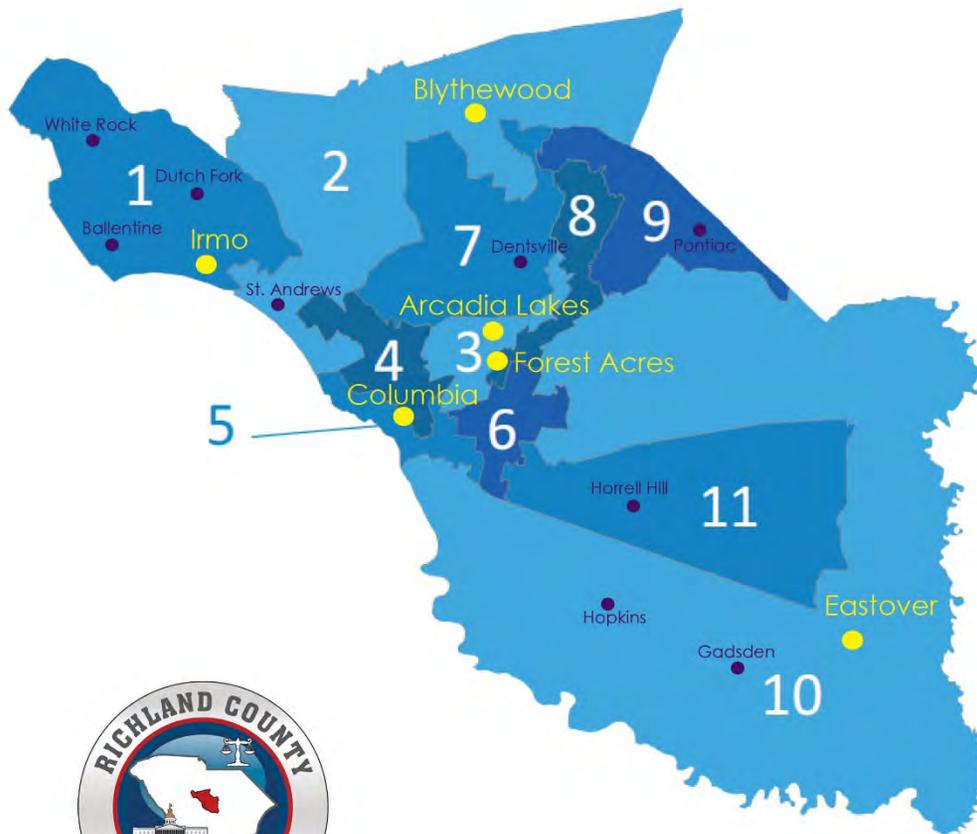
**TUESDAY, SEPTEMBER 12, 2017**

**6:00 PM**

**RICHLAND LIBRARY - MAIN BRANCH**  
**1431 ASSEMBLY STREET, COLUMBIA, SC 29201**



# 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 Special Called Meeting

September 12, 2017 - 6:00 PM

Richland Library - Main Branch  
1431 Assembly Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
  
2. **INVOCATION** The Honorable Jim Manning
  - a.
  
3. **PLEDGE OF ALLEGIANCE** The Honorable Jim Manning
  - a.
  
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
  - a. Special Called: July 25, 2017 [PAGES 11-21]
  
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
  - a.
  
6. **REPORT OF ATTORNEY FOR EXECUTIVES** Larry Smith, County Attorney  
**SESSION ITEMS (Items requiring outside counsel or a consultant)**
  - a. Business Service Center Appeals Board Appeal
  - b. Pending Litigation Update
  - c. Property Acquisition
  
7. **CITIZEN'S INPUT**
  - a. For Items on the Agenda Not Requiring a Public Hearing

**8. REPORT OF THE COUNTY ADMINISTRATOR**

Gerald Seals, County Administrator

- a. Property Acquisition
- b. Update: EMS Department

**9. REPORT OF THE CLERK OF COUNCIL**

Michelle Onley, Deputy Clerk of Council

- a. REMINDER: Joint County/City Council Meeting, September 19th, 6:00 PM, Columbia Metropolitan Convention Center
- b. REMINDER: Columbia Chamber's 115th Annual Gala, September 28, 2017, 6:00 - 9:00 PM, Columbia Metropolitan Convention Center
- c. Potential Council Retreat Locations:
  - 1. Embassy Suites Myrtle Beach Oceanfront Resort – Jan. 25-26
  - 2. Embassy Suites – Charleston Airport location – Jan. 25-26
  - 3. Clemson University (Madren Center Conference Center & Inn) – Jan. 18-19
  - 4. Hilton Garden Inn – Charleston Waterfront – Jan. 18-19
- d. Institute of Government and County Council Coalition, October 18-19, Embassy Suites

**10. REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

- a. Hurricane Harvey Relief
- b. Hurricane Irma Status Report
- c. Soda Cap Connector

**11. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Three Hundred Seven Thousand Three Hundred Eighty Three Dollars (\$307,383) to increase funding to the Board of Voter Registration & Elections Department

- b. To establish and create a special tax district within Richland County, South Carolina, to be known as the "Lake Dogwood Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to 209 Stoneridge, LLC; and other related matters
- d. An Ordinance authorizing a deed to Empire Equities Capital, Ltd. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07

**12. APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. Department of Public Works: 2017 - Private Roads requested to be deeded to the County for perpetual maintenance [PAGES 22-28]

**13. ORDINANCES - THIRD READING**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to 209 Stoneridge, LLC; and other related matters [PAGES 29-46]

**14. ORDINANCES - SECOND READING**

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Three Hundred Seven Thousand Three Hundred Eighty Three Dollars (\$307,383) to increase funding to the Board of Voter Registration & Elections Department [PAGES 47-49]
- b. To establish and create a special tax district within Richland County, South Carolina, to be known as the "Lake Dogwood Special Tax District"; to define the

nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [PAGES 50-58]

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Flag to provide for payment of a fee-in-lieu of taxes; the extension of an existing fee-in-lieu of tax agreement between Richland County and Project Flag; and other related matters [PAGES 59-91]
- d. An Ordinance authorizing a deed to Empire Equities Capital, Ltd. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07 [PAGES 92-93]

**15. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

The Honorable Greg Pearce

- a. Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center [PAGES 94-109]

**16. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

The Honorable Bill Malinowski

**a. NOTIFICATION OF APPOINTMENTS**

1. Central Midlands Council of Governments - 1

A. Roger Sears [PAGES 110-112]

2. Township Auditorium - 2

A. Florence Chretien [PAGES 113-114]

B. Alexander English [PAGES 115-116]

C. Tony B. White [PAGES 117-119]

**17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Atlas Road Widening Project: Right-of-Way Acquisition [PAGE 120]
- b. An Ordinance authorizing the issuance and sale of not exceeding \$\_\_\_\_\_ 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 [FIRST READING BY TITLE ONLY] [PAGES 121-122]

- c. Broad River NIP: SCDOT Supplemental Agreement [PAGE 123]
- d. Monthly PDT Update at Council Meetings [PAGE 124]

**18. REPORT OF THE BLUE RIBBON AD HOC COMMITTEE**

- a. FEMA Hazard Mitigation Grant Program Update [PAGE 125] The Honorable Greg Pearce
  - 1. Task Orders for Implementation
  - 2. RFQ Postings for Implementation
- b. CDBG\_DR Small Rental Rehab Program Amendment [PAGE 126] The Honorable Greg Pearce
- c. CDBG-DR Second Allocation Update [PAGES 126-127] The Honorable Greg Pearce

**19. OTHER ITEMS**

The Honorable Joyce Dickerson

- a. A Resolution to appoint and commission David Donnell Green as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 128]
- b. A Resolution to appoint and commission Dantrell Laquinn Jones as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 129]
- c. FY18 - District 5 Hospitality Tax Allocations [PAGES 130-131]
- d. FY18 - District 8 Hospitality Tax Allocations [PAGES 132-133]

**20. CITIZEN'S INPUT**

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

**21. MOTION PERIOD**

- a.** Resolution honoring Ms. Donella Wilson on being awarded the Order of Palmetto The Honorable Seth Rose
- b.** Resolution honoring the gallant African American heroes of the 371st Infantry Regiment 93rd Division (Colored) of World War I The Honorable Seth Rose
- c.** Move to examine the EMS Department and receive a report on its current status The Honorable Seth Rose
- d.** Move that the Recreation Commission provide an update of the Recreation Bond to ensure that it was executed as council approved and that any funds remaining after all items are completed it is Richland County Council's decision on how it is spent The Honorable Norman Jackson
- e.** Richland County funds thirteen mills eight mills more than the five mills required by statue. I move that County Council develop a separate Recreation Commission to manage the eight additional mills if the Recreation Commission does not agree to the MOU or if Council still feels that there is taxation without representation. Note: This is a partial solution to the constant challenge for taxation and representation. The Honorable Norman Jackson
- f.** Move to approved a Resolution honoring the Richland County Library for its recent national recognition. The Honorable Greg Pearce  
The Honorable Paul Livingston
- g.** Resolution recognizing the achievements of Brownstone Construction and its President, Dale Collier. The Honorable Jim Manning

**22. ADJOURNMENT**



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

### SPECIAL CALLED MEETING July 25, 2017 Immediately Following A&F Committee Council Chambers

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin "Chip" 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, Tony Edwards, Michelle Onley, Jeff Ruble, Roger Sears, James Hayes Valeria Jackson, Elizabeth McLean, Kevin Bronson, Lillian McBride, and Kimberly Willams-Roberts

**CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:42 PM.

#### **APPROVAL OF MINUTES**

- a. Special Called Meeting: July 11, 2017 – Ms. Myers moved, seconded by Ms. Kennedy, to approve the minutes as distributed. The vote in favor was unanimous.

**ADOPTION OF AGENDA** – Mr. Pearce moved, seconded by Mr. C. Jackson, to request unanimous consent to add the following item to the agenda: "Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center", which was taken up in the A&F Committee.

**In favor:** Pearce, Rose, C. Jackson, Livingston, Kennedy, Myers, Manning, McBride  
**Opposed:** Malinowski, Dickerson

Ms. McLean requested to add the following item under the Report of the County Attorney for Executive Session Items: "Property Sale Purchase for the Library at 1101 Washington Street". The potential exigent circumstance is that it is time sensitive and Council does not meet in August.

Mr. Livingston moved, seconded by Mr. Malinowski, to add the "Property Sale Purchase for the Library at 1101 Washington Street" to the agenda.

Mr. Malinowski inquired as to why this is time sensitive.

Ms. McLean stated it is a sale of property, with a potential contract, the library has been working on for approximately 5 years that is very important to them.

Mr. Manning inquired if the exigent circumstances is because there is a contract or because of the whole nature of the item.

Ms. McLean stated it is because there is a contract and Council does not meet for another month.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous of adding the “Property Sale Purchase for the Library at 1101 Washington Street” to the agenda.

Mr. Manning moved, seconded by Mr. Livingston, to add the following item to the agenda due to exigent circumstances: “Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center”.

Ms. Dickerson inquired if this item was not just taken up and defeated.

Mr. Pearce stated he did not include the exigent circumstances to his motion.

Mr. Manning stated Mr. Pearce’s motion was for unanimous consent for an item and did not include the exigent circumstances.

Ms. Dickerson stated Mr. Pearce’s motion was in the A&F Committee and not at the Council meeting.

Mr. Pearce stated for clarification the item was taken up in the A&F Committee and. However, it was not an item that was placed on the Special Called Meeting agenda. He was under the impression to add the item to the agenda we needed unanimous consent.

Mr. Malinowski stated he does not think it is not exigent circumstances for the fact that Mr. Bronson contacted the Detention Center’s Interim Director and he stated he felt the sprinkler system is functioning correctly. The only reason they want to bring this forward is to update the system.

Ms. Dickerson inquired if this item fits the exigent circumstances.

Ms. McLean stated she cannot make that determination for Council, but basically an exigent circumstance is an emergency and Council needs to avoid its normal rules and the FOIA rules to add something to the agenda because it is so important that it has to be dealt with now.

**In favor:** Pearce, Kennedy, Manning, McBride

**Opposed:** Rose, C. Jackson, Malinowski, Dickerson, Livingston, Myers

The motion failed to add the “Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center” item to the agenda due to exigent circumstances.

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

Mr. Malinowski stated there were a few corrections that needed to be made to the agenda: (1) Item # 9.a. – clarification on the re-zoning classification; and (2) Item # 9.c. – clarification on the TMS#.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, McBride

**Opposed:** Manning

The vote was in favor of adopting the agenda as amended.

### **PRESENTATION OF RESOLUTION**

- a. Resolution Honoring Larry Livingston for 40 years of dedicated service with Transdev for the CMRTA/COMET for the citizens of Columbia and Richland County – Mr. Livingston presented the resolution on behalf of Council to Mr. Larry Livingston.

### **REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Ms. McLean stated the following items are potential Executive Session items:

- a. Southeast Richland Neighborhood Project: Right-of-Way Acquisition
- b. N. Main Street Widening Project: Supplemental Intergovernmental Agreement
- c. Contractual Matter involving a potential property purchase near I-20
- d. Sale of Summit Parkway Library
- e. Contractual Matter with the City of Columbia

### **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Decker Center Dedication – Mr. Seals stated the Decker Center Dedication will be held September 29<sup>th</sup>. Additional information will be provided in the Administrator's Report.

Ms. Myers inquired if the dedication encompasses the recommendations approved by Council.

Mr. Seals responded in the affirmative.

- b. Priority Setting Session – Mr. Seals stated planning discussions regarding the priority setting session are ongoing with the Chair.

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

- a. REMINDER: Institute of Government and SC Association of Counties Annual Conference: July 30-August 2 – Ms. Onley reminded Council of the upcoming Institute of Government and SC Association of Counties Annual Conference.
- b. September Meeting Schedule:
  1. September 12 – Special Called Meeting
  2. September 19 – Regular Session
  3. September 26 – Development & Services, Administration & Finance and Zoning Public Hearing

Ms. Onley reminded Council of September's meeting schedule.

### **REPORT OF THE CHAIR**

- a. Proposed Joint County-City Council Meeting; September 12, 2017 – Ms. Dickerson stated she has been speaking with the Mayor in regards to holding a joint meeting in September at the Convention Center.

Ms. McBride moved, seconded by Ms. Myers, to hold a joint County/City Council meeting in September.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, McBride

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Kennedy, to reconsider this item. The motion failed.

#### **APPROVAL OF CONSENT ITEMS**

- a. 17-011MA, Bill Hampton, RU to OI (0.53 Acres), 1654 Dutch Fork Road, R02412-01-07 [SECOND READING]
- b. 17-014MA, Carolyn B. Adkins & Joyce Gantt, RM-HD to GC (1 Acre), 1564 Daulton Drive, R17012-02-09 [SECOND READING]
- c. 17-015MA, Jacob Crowder, RU to GC (1.2 Acres), 10612 Two Notch Road, R25808-03-04 [SECOND READING]

Mr. Malinowski moved, seconded by Ms. Myers, to approve the consent items.

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

The vote in favor was unanimous.

#### **ORDINANCES – THIRD READING**

- a. An Ordinance Authorizing the conveyance of certain real property by the County to Project Aegis (the “Company”) in connection with a Project (the “Project”); the execution and delivery of one or more grant agreements relating to the Project; the provision by the County of certain infrastructure in support of the Project; and other matters relating thereto – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

#### **ORDINANCES – FIRST READING**

- a. An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Four Hundred Thirty Three Thousand Nine Hundred Eighty Eight Dollars (\$433,988) to increase funding to the Board of Voter Registration & Elections Department – Ms. Myers moved, seconded by Ms. Kennedy, to approve this item.

Mr. Livingston inquired in this is a First Reading item.

Ms. McLean stated this item was deferred.

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Mr. Malinowski stated he thought when this item was before Council previously it showed part of this dollar figure was a double payment and was going to be subtracted from the amount. He requested staff to review this prior to 2<sup>nd</sup> Reading.

Mr. Manning stated he gets so frustrated and breaks his heart when Mr. Malinowski asks questions and the information is going to be provided at the next reading/meeting and then the information is not provided.

**In favor:** Pearce, Rose, C. Jackson, Dickerson, Livingston, Kennedy, Myers, McBride

**Opposed:** Malinowski, Manning

The vote was in favor.

- b. An Ordinance Authorizing a deed to ----- for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07 [BY TITLE ONLY] – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, McBride

**Opposed:** Manning

The vote was in favor.

#### **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. Approval of Temporary Right-of-Way Agreement for Logging Truck Access on Mill Creek Club Road – Mr. Rose stated the committee recommended approval of this item.

Mr. Malinowski inquired if staff's final recommendation includes the recommendations of Public Works and the Right-of-Way agreement.

Ms. Hegler stated staff's recommendation does include the recommendation of Public Works and the Right-of-Way agreement. For clarification, you may want to include the amount (\$1,000) recommended for use of the access road.

Mr. Malinowski wanted to clarify that Attachment A is the same as Exhibit A.

Ms. Hegler responded in the affirmative.

Mr. Malinowski inquired if the Conservation Commission was instrumental in creating this agreement since the property was purchased by them.

Ms. Hegler responded in the affirmative.

Mr. Malinowski stated he does not see anything about environmental damage and in the backup information it states the company has to clean up "oil cans". He feels the County should have a clause that any environmental clean-up will be done by the company, especially since this is Conservation Commission land.

Mr. Malinowski requested a friendly amendment to add a statement that the company is responsible for any environmental damage and/or clean-up.

Ms. Myers stated this is in her district and the contract will last approximately 3 weeks. The contract is just to get the trucks off private roads and through the County's property for about 10 days to cut the lumber. It would seem we could tell them to oil their trucks before they enter the property.

Mr. Malinowski stated the contract is in effect until December 30, 2017.

Ms. Myers stated that is in the event that it rains and they cannot get in.

Mr. Rose stated he does not feel comfortable speaking for the committee and accepting Mr. Malinowski's friendly amendment.

**In favor:** Pearce, Rose, C. Jackson, Dickerson, Livingston, Kennedy, Myers, McBride

**Opposed:** Malinowski, Manning

The vote was in favor.

- b. Landfill Storage Shed Project – Mr. Rose stated the committee recommended denial of this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

#### **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Approval of the 5 Year Consolidated Plan [FY17-21] and the FY17-18 Annual Action Plan for Community Development Federal Funds – Mr. Pearce stated the committee recommended approval of this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

#### **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Southeast Richland Neighborhood Project: Right-of-Way – This item was taken in Executive Session.

#### **OTHER ITEMS**

- a. FY18 District 9 Hospitality Tax Allocations
- b. FY18 – District 1 Hospitality Tax Allocations
- c. FY18 – District 10 Hospitality Tax Allocations
- d. FY18 – District 5 Hospitality Tax Allocations

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Mr. Manning moved, seconded by Mr. Malinowski, to approve Items a, b, c, and d.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

Mr. Livingston requested the Grants Department to ensure they meet the requirements for Hospitality Tax.

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

#### **EXECUTIVE SESSION**

- a. Southeast Richland Neighborhood Project: Right-of-Way Acquisition – Mr. Manning moved, seconded by Mr. Malinowski, to direct staff to proceed with the Right-of-Way acquisition as discussed in Executive Session.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

- b. N. Main Street Widening Project: Supplemental Intergovernmental Agreement – Mr. Manning moved, seconded by Mr. Malinowski, to approve the supplemental IGA for the North Main Street widening project as presented in Executive Session.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

- c. Contractual Matter involving a potential property purchase near I-20 – Mr. Livingston moved, seconded by Ms. Myers, to instruct the Administrator to move forward with an option, up to the Administrator's authority, on the property as discussed in Executive Session.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

Ms. Myers moved, seconded by Ms. McBride, to reconsider this item.

Ms. Dickerson stated if this is the piece of property she is thinking, she wants to reconsider that item.

Mr. Manning inquired as to the item.

Ms. McLean stated the item is "Contractual Matter involving a potential property purchase near I-20".

Ms. Dickerson stated it's the wording of this item that has her confused and she does not want to raise her hand for something that she feels is important. This is the purchase of the property near I-20.

Ms. McLean responded in the affirmative. She stated Ms. Dickerson asked for Item c., which is the large project, to be reconsidered.

Ms. Myers stated for clarification, as the maker of the motion, she wanted it to be clear that she did not move to reconsider Item c. She moved to reconsider Item d.

Mr. Malinowski stated for clarification that he wanted to be recorded as voting for this item.

Ms. Myers withdrew her motion for reconsideration.

- d. Sale of Summit Parkway Library – Ms. Myers moved, seconded by Mr. Pearce, to move forward as discussed in Executive Session.

**In favor:** Pearce, Rose, Malinowski, Dickerson, Livingston, Myers

**Opposed:** C. Jackson, Manning, Kennedy

The vote was in favor.

- e. Contractual Matter with the City of Columbia – Mr. Malinowski moved, seconded by Mr. Pearce, to defer action on this item until after the meeting with the City of Columbia.

Mr. Livingston made a substitute motion, seconded by Mr. Manning, to proceed with the project during the August recess, but do not do anything as it relates to the utilities.

Ms. Myers inquired if this would include all other attendant matters.

Mr. Gerald responded in the affirmative.

**In favor:** Rose, C. Jackson, Livingston, Manning, McBride

**Opposed:** Pearce, Malinowski, Dickerson, Kennedy, Myers, McBride

The substitute motion failed.

**In favor:** Pearce, C. Jackson, Malinowski, Dickerson, Kennedy, Myers, McBride

**Opposed:** Rose, Livingston, Manning

The vote was in favor of deferral.

- f. Library Purchase – Mr. C. Jackson moved, seconded by Mr. Livingston, to approve the Library's request to parcel at 1011 Washington Street.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

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

#### **MOTION PERIOD**

- a. To sponsor the Eclipse Event at a minimum of \$15,000 level from administration; distribution to be determined [DICKERSON and N. JACKSON] – Ms. Dickerson moved, seconded by Mr. Livingston, to sponsor the eclipse event at a minimum of \$15,000. The funding will come from the Administrator’s budget.

Mr. Malinowski stated there are no specifics regarding this item.

Ms. Dickerson inquired if Ms. Harris had distributed the information regarding the eclipse events.

Ms. Harris stated there was information included in the Administrator’s Report.

Mr. Malinowski stated it may have been in the Administrator’s Report, but there is no information included in the agenda packet and the public has no information on what we are voting on.

Ms. Harris stated there is no backup information included in the agenda.

Mr. Malinowski inquired as to how the money was going to be distributed.

Ms. Harris stated the sponsorship assists the Total Eclipse Weekend Committee to market the event to visitors who are coming to the area.

Mr. Pearce inquired as to which event Council is sponsoring. He was under the impression this was to purchase glasses.

Ms. Harris stated the sponsorship for the Total Eclipse Weekend goes to help the marketing event of the whole weekend.

Ms. Dickerson inquired if the sponsorship comes with glasses.

Ms. Harris responded in the affirmative.

Mr. Manning stated for clarification that there are 25,000 glasses.

Ms. Harris stated that was one of the sponsorship level, but not the sponsorship level that was decided upon.

Mr. Manning inquired as to what the sponsorship level included.

Ms. Harris stated a \$1,000 sponsorship will include 15,000 pairs of glasses. The sponsorship is to cover the marketing for the event.

Mr. Manning stated he is excited about the eclipse, but the eclipse is in a couple weeks and they still need funding for marketing. He further stated he does not understand why Council is sitting here and people have been marketing the eclipse. All the hotel rooms are sold out. They are talking about 600,000 visitors. Are we trying to market to get it up to 625,000?

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In addition, Mr. Manning inquired if the motion could include a maximum amount.

Ms. Dickerson stated the package was sent to Council with several options. The options were that Richland County could sponsor the event. We could purchase individual tickets for \$150 to go to the State Museum or we could sponsor it and have our logo put on the glasses.

Ms. Harris stated that was incorrect. The sponsorship was to help market the event to visitors. The event at the State Museum is a separate entity. The State Museum is offering Council complimentary tickets to attend the event there.

Ms. Dickerson withdrew her motion.

**ADJOURNMENT** – The meeting was adjourned at approximately 8:43 PM.

X

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Joyce Dickerson  
Chairwoman

X

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Bill Malinowski  
Vice Chair

X

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Calvin "Chip" Jackson  
District Nine

X

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Norman Jackson  
District Eleven

X

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Gwendolyn Kennedy  
District Seven

X

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Paul Livingston  
District Four

X

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Jim Manning  
District Eight

X

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Yvonne McBride  
District Three

X

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Dalhi Myers  
District Ten

X

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Greg Pearce  
District Six

X

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Seth Rose  
District Five

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

## Richland County Council Request for Action

**Subject:**

Department of Public Works: 2017 - Private Roads requested to be deeded to the County for perpetual maintenance

**Notes:**

July 25, 2017 – Committee unanimously approved the request to obtain deeds and incorporate these roads into the list already approved.



**RICHLAND COUNTY  
GOVERNMENT**  
Office of the County Administrator

**REQUEST OF ACTION SUMMARY SHEET**

Agenda Item No.: 4e Meeting Date: July 25, 2017

To: Seth Rose, Chair, Development and Services Committee  
From: Public Works  
Department: Public Works

**Item Subject Title:** Private roads requested to be deeded to the County for perpetual maintenance

**Action Taken by Committee previously:** None.

**Options:**

1. Consider the request and approve accordingly.
2. Consider the request and do not approve.

**Motion Requested Today:** It is requested that Council approve obtaining deeds on four road segments so that they can be incorporated into the County road system.

**Staff Recommendation:** Approve motion request

**Impact of Action:** Operating Budget: Roads & Drainage

Capital Budget: Not applicable.

**Funding Amount/Source:** Roads & Drainage Budget

**Requested by:** Public Works Department

**Staff Representative:** Ismail Ozbek, Director of Public Works

**Outside Representative:** None.

**List of Attachments:**

1. Detailed Request of Action

7/20/17  
Date Submitted

Brandon Madden  
Approved by the County Administrator's Office

9  
Council District



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## REQUEST OF ACTION

**Subject:** Department of Public Works: 2017 - Private Roads requested to be deeded to the County for perpetual maintenance

### A. Purpose

County Council is requested to approve the acceptance of deeds for four private roads in the Wildwood and Sesqui Place Subdivisions in their current condition (“as is”) for perpetual County maintenance.

### B. Background / Discussion

Over the years, there have been areas developed in Richland County where the roads or portions of roads were never deeded to Richland County. In order to take over private roads, Public Works staff requires that the owner / developer bring the roads up to current County standards. There have been many instances in which the owner / developer has gone out of business or did not have the financial resources to bring the roads up to County standards.

In 2012, a Request Of Action was submitted to County Council asking that they approve a list of 40 private roads to be accepted by the County “as is” without requiring the owners of the roads to bring them up to County standards. These roads were starting to have failures such as cracking and potholes. Because the owners were unable to address the issues, the roads will continue to deteriorate. See the attachment for original roads approved for takeover.

At the Annual Council Retreat in 2013, County Council discussed this list and agreed that the roads should be accepted. At the February 5, 2013 Council meeting, Council approved the 2013 Council Retreat Directive to have staff accept these existing 40 paved roads into the County maintenance system “as is”.

Several of the roads on the original approved list are in the Wildwood Subdivision. Three of the roads addressed in this ROA are all also in the Wildwood Subdivision and are currently gaps in the County road maintenance system. The fourth is in Sesqui Place Subdivision, which is right next to Wildwood. The County does not currently have any deeds on these road segments. They were not initially added to the private road list in 2012 because they were in good condition. This was a staff oversight; they should have been included in order to ensure the completeness of the public road network.

The Public Works staff would like to obtain deeds and have these small sections of roads incorporated into the original approved list to remove the gaps in our maintenance responsibilities in these subdivisions. If the County does not take these small sections over,

then they will not receive routine maintenance or capital maintenance (resurfacing).

These roads / sections are currently in good condition, and it is estimated that it will cost no more than \$1,500 a year to maintain these additional sections of roads. The funding will come from the Roads & Drainage Maintenance Budget. As the Transportation Department resurfaces more and more roads, less paved road maintenance will be required by Roads & Drainage Maintenance staff on the newly resurfaced roads. This will free up funding to perform minor maintenance on these small sections of roads that are requested for acceptance.

This is a staff-initiated recommendation. The Right-Of-Way Agent, Mr. Randy Byrd is currently working to obtain deeds on other roads in the Wildwood Subdivision which were previously approved on the original list. This would be the optimal time to ensure that there aren't any gaps in the County road network. Mr. Byrd is already working with the owner of Lame Horse Rd (Wildwood III) to obtain a deed on one of the roads from the original list. It is not anticipated that condemnation will be needed to obtain these Rights-Of-Way.

The circumstances for each section of road are listed below (See attached map for locations):

1. Portion of Hollingwood Drive and Loan Oak Lane (TMS 22704-06-04)
  - A. Length: approximately 1,000 feet
  - B. Owner: Palmetto State Construction
  - C. A portion of Loan Oak Lane was approved to be taken over as part of the original list in 2013. On Hollingwood Drive, the County already owns each end of the road.
2. Portion of Aiken Hunt Circle (TMS 25604-05-01)
  - A. Length: approximately 1,470 feet
  - B. Owner: Sparkleberry Associates
  - C. Most of Aiken Hunt Circle is already owned by Richland County. About 1,470 feet was not deeded to Richland County because it had a different owner. Currently the County portion this road is scheduled to be resurfaced by the Transportation Department. If the private section is not obtained, then this section will be skipped over and will not be resurfaced.
3. Portions of Lame Horse Road (TMS 22805-03-16, 22805-03-17, and 22708-02-09)
  - A. Length: approximately 1,120 feet
  - B. Owner: Wildewood III Associates
  - C. Lame Horse Road has the same owners as Old Still Road, which was approved in 2013 to take over. It would be much easier to obtain a signature for this road now while deeds are being obtained for Old Still Road rather than waiting and having to go through the process again.
4. Portion of Sesqui Trail (TMS 22704-06-06)
  - A. Length: approximately 240 feet
  - B. Owner: First Union National Bank
  - C. Sesqui Trail is approximately 4,550 feet long, and Richland County already has deeds on all but approximately 240 feet.

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

1. July 31, 2012 - The D&S Committee reviewed the Request of Action regarding the policy. The item was held in Committee pending Public Works staff addressing the issue of how to deal with paved roads that do not meet County development standards.
2. September 25, 2012 – The D&S Committee deferred this item so that staff may provide a list of roads, cost, and possible funding sources.
3. December 18, 2012 – The D&S committee recommended that Council forward this item to the 2013 Council Retreat for review.
4. December 18, 2012 – Council forwarded this item to the 2013 Council Retreat for review.
5. January 25, 2013 – Council reviewed this item at the 2013 Council Retreat.
6. February 5, 2013 – Council approved the 2013 Council Retreat Directive to have staff accept the existing paved roads that were not accepted into the County maintenance system using \$800,000 in funding from the Roads and Drainage fund balance.
7. March 2013 – Public Works staff began obtaining deeds for 40 approved roads
8. April 7, 2015 – Council approved the addition of the roads in the Sunny Acres Subdivision to the already-approved list.
9. March 2017 – Public Works identified several small road sections in vicinity of Wildwood that were missed and not included in the original approved road list.

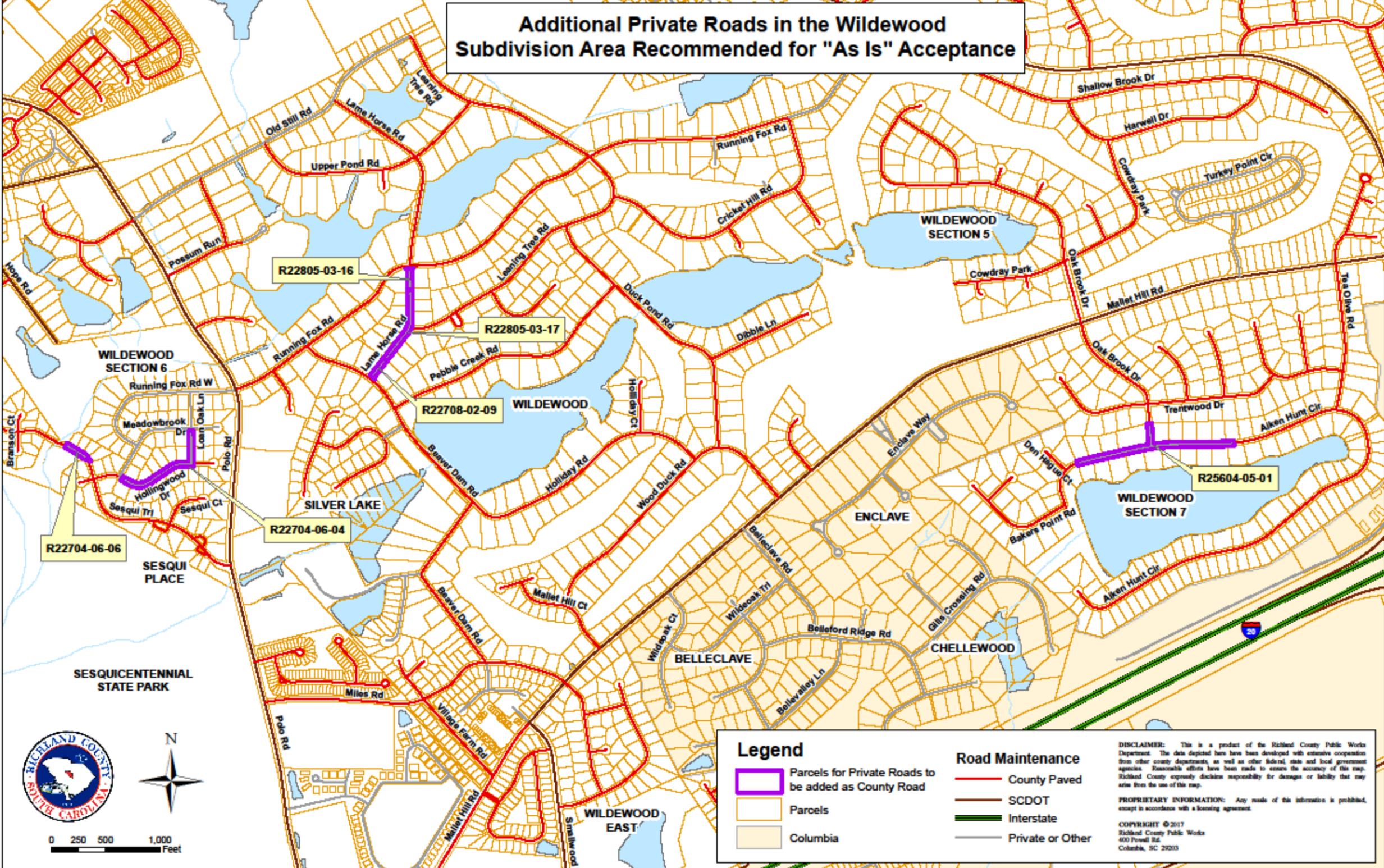
### **D. Alternatives**

1. Approve the request to obtain deeds and incorporate these roads into the list already approved.
2. Do not approve the request to obtain deeds and incorporate these roads into the list already approved.

### **E. Final Recommendation**

It is recommended that Council approve obtaining deeds and incorporating these roads into the list already approved.

**Additional Private Roads in the Wildewood Subdivision Area Recommended for "As Is" Acceptance**



ROADS PREVIOUSLY APPROVED BY COUNTY COUNCIL FOR "AS IS" ACCEPTANCE							
ROAD NAME	TMS #	Owner	SUBDIVISION	LENGTH (FT)	Estimated Repair Cost	Council District	Comments
Merc Ct	Accepted 6/9/2015	Richland County	Arthurtown Phase 3	118.83	\$0.00	10	Deeded by Habitat for Humanity
Riley Ct	accepted 6/9/2015	Richland County	Arthurtown Phase 3	117.85	\$0.00	10	Deeded by Habitat for Humanity
Dennis Ln	12700-01-03		Camarie Farms - Dennis Ln	3,622.55	\$155,000.00	2	
Moody View Ct	20210-05-01	Lynda Montgomery	Devon Green Phase 1	163.03	\$2,500.00	8	Sold at Tax sale to current owner
Sonny Ct	20210-05-01	Lynda Montgomery	Devon Green Phase 1	96.78	\$2,500.00	8	Sold at Tax sale to current owner
Jaybird Ln	Portion of 20210-05-01	Lynda Montgomery	Devon Green Phase 2 & 3	1,010.17	\$10,000.00	88	Sold at Tax sale to current owner
Reidy Ct	20210-05-02	Brookhaven Development Co Inc.	Devon Green Phase 2 & 3	676.32	\$5,000.00	8	Developer
Bald Eagle Ct	14702-04-01	Will Pope	Heritage Hills Phase 2A	105.60	\$5,000.00	7	Sold at Tax sale to current owner
Heritage Hills Dr	14702-04-01	Will Pope	Heritage Hills Phase 2A	1,802.20	\$5,000.00	7	Sold at Tax sale to current owner
Otter Trail Ct	14702-04-01	Will Pope	Heritage Hills Phase 2A	487.36	\$5,000.00	7	Sold at Tax sale to current owner
Burnwood Ct	14703-03-01	Sandra Elliott	Heritage Hills Phase 2B	355.41	\$5,000.00	7	Sold at Tax sale to current owner
Cedar Edge Ct	14703-03-01	Sandra Elliott	Heritage Hills Phase 2B	382.85	\$5,000.00	7	Sold at Tax sale to current owner
Heritage Hills Dr	14703-03-01	Sandra Elliott	Heritage Hills Phase 2B	1,550.45	\$45,000.00	7	Sold at Tax sale to current owner
Hickory Knoll Rd	14703-03-01	Sandra Elliott	Heritage Hills Phase 2B	1,054.75	\$5,000.00	7	Sold at Tax sale to current owner
Graces Way	22812-02-02	Sparkleberry LLC					Local owner, will deed his portion of road to county
Graces Way	22909-03-16	GRI-EQY Sparkleberry Sq.	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00	9	Owner is out of state, no response to letter sent
N Lake Pointe Dr	22881-01-70	Lake Pointe East HOA	Lake Point East	763.47	No Cost Established	9	
Angela Dawn Ct	02408-05-08	Michael Hydrick	North Lake Shore Point	269.07	No Cost Established	1	Sold at Tax sale to current owner
Robin Lynn Ln	02408-03-13	John Papas III	North Lake Shore Point	224.24	No Cost Established	1	Sold at Tax sale to current owner
Conn St	No TMS	Crane Creek Development Co Inc.	Northgate (Crane Creek Estates)	293.97	\$10,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS.Development company is long gone.
Crane Creek Ct	No TMS	Crane Creek Development Co Inc.	Northgate (Crane Creek Estates)	400.32	\$10,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS.Development company is long gone.
Crane Creek Dr	No TMS	Crane Creek Development Co Inc.	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS.Development company is long gone.
Scioto Dr	No TMS	Crane Creek Development Co Inc.	Northgate (Crane Creek Estates)	844.14	\$35,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS.Development company is long gone.
Durant St	09613-12-01	Equivest Limited	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00	7	
Durden Park Row	Accepted 6/17/2014	Richland County	Stonington Phase 1	728.36	\$10,000.00	7	Deeded by Developer
Ellafair Ln	Accepted 6/17/2014	Richland County	Stonington Phase 1	247.85	\$5,000.00	7	Deeded by Developer
Rose Dew Ln	Accepted 6/17/2014	Richland County	Stonington Phase 1	239.90	\$5,000.00	7	Deeded by Developer
Roundtree Rd	Accepted 6/17/2014	Richland County	Stonington Phase 1	1,547.39	\$25,000.00	7	Deeded by Developer
Stonebury Cir	Accepted 6/17/2014	Richland County	Stonington Phase 1	348.92	\$5,000.00	7	Deeded by Developer
Stonington Dr	Accepted 6/17/2014	Richland County	Stonington Phase 1	1,629.95	\$25,000.00	7	Deeded by Developer
Unnamed St	Accepted 6/17/2014	Richland County	Stonington Phase 1	348.99	No Cost Established	7	Deeded by Developer
Roundtree Rd	Accepted 6/17/2014	Richland County	Stonington Phase 2A	2,633.89	\$20,000.00	7	Deeded by Developer
Summer Bend Rd	Accepted 6/9/2015	Richland County	Summer Valley Phase 2A	877.56	No Cost Established	7	Deeded by Developer
Summer Park Rd	Accepted 6/9/2015	Richland County	Summer Valley Phase 2A	547.89	No Cost Established	7	Deeded by Developer
Summer Bend Rd	Accepted 6/9/2015	Richland County	Summer Valley Phase 2B	794.91	No Cost Established	7	Deeded by Developer
Summer Park Rd	Accepted 6/9/2015	Richland County	Summer Valley Phase 2B	917.27	No Cost Established	7	Deeded by Developer
Summer Side Cir	Accepted 6/9/2015	Richland County	Summer Valley Phase 2B	1,080.05	No Cost Established	7	Deeded by Developer
Summer Crest Rd	Accepted 6/9/2015	Richland County	Summer Valley Phase 3	1,157.02	No Cost Established	7	Deeded by Developer
Summer Ridge Rd	Accepted 6/9/2015	Richland County	Summer Valley Phase 3	370.92	No Cost Established	7	Deeded by Developer
Summer Vista Dr	Accepted 6/9/2015	Richland County	Summer Valley Phase 3	978.17	No Cost Established	7	Deeded by Developer
OldStill Rd	22801-04-11	Wildwood III Associates					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
Old Still Rd	22806-01-10	Wildwood I Associates	Wildewood: Old Still Rd	3,088.53	\$200,000.00	9	Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
Running Fox Rd W	22704-06-03	Palmetto State Construction Co	Wildewood: West of Polo Road	1,559.11	\$125,000.00	9	Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
Loan Oak Ln	22704-06-03	Palmetto State Construction Co					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
Meadowbrook Drive	22704-06-03	Palmetto State Construction Co					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
			<b>Totals</b>	<b>37,367.55</b>	<b>800,000.00</b>		

# Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to 209 Stoneridge, LLC; and other related matters

**Notes:**

First Reading: June 20, 2017

Second Reading: July 11, 2017

Third Reading: September 12, 2017 {Tentative}

Public Hearing: September 12, 2017 {Tentative}

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO 209 STONERIDGE, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) 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 manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, 209 Stoneridge, LLC (“Company”) desires to rehabilitate an abandoned building within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$1,200,000.

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

**Section 2. *Expansion of the Park Boundaries, Inclusion of Property.*** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and a companion approving ordinance by the Fairfield County Council.

**Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the 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 Agreement and to deliver the Agreement to the Company.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and 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 Company 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

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Joyce Dickerson  
Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: June 20, 2017  
Second Reading: July 11, 2017  
Public Hearing: September 12, 2017  
Third Reading: September 12, 2017

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**209 STONERIDGE, LLC**

**Effective as of: [DATE]**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and 209 STONERIDGE, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) 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 (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to rehabilitate an abandoned building in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$1,200,000;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (collectively and together with the Land, “Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

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

### ARTICLE I REPRESENTATIONS

**Section 1.1. Representations by the County.** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of

South Carolina;

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(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 Agreement;

(e) The County has approved the inclusion of the Property in the Park; and

(f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. Representations by the Company.** The Company represents to the County as follows:

(a) The Company is in good standing under the laws of the State of Florida, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and

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

## **ARTICLE II INFRASTRUCTURE CREDITS**

**Section 2.1. Investment Commitment.** The Company shall invest not less than \$1,200,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2022 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

### **Section 2.2. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a) ("Net Fee Payment"). Following receipt of the

bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE SOURCE OF THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

**Section 2.3. Clawback.** If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

**Repayment Amount = Total Received x Clawback Percentage**

**Clawback Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment**

*For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, had an Investment Commitment of \$1,200,000, and had only invested \$900,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$900,000/\$1,200,000 = 75%*

*Clawback Percentage = 100% - 75% = 25%*

*Repayment Amount = \$100,000 x 25% = \$25,000*

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount 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 survives termination of the Agreement.

**Section 2.4. Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

**ARTICLE III  
DEFAULTS AND REMEDIES**

**Section 3.1. *Events of Default.*** The following are “Events of Default” under this Fee Agreement:

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

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

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company 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 Company is diligently pursuing corrective action;

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

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company 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 3.2. *Remedies on Default.***

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

(i) terminate the 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 Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the 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 3.3. *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 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 3.4. Remedies Not Exclusive.** No remedy described in this 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 Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE IV MISCELLANEOUS**

##### **Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purpose of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) 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).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information would result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this 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 Company 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 shall provide the Company 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 Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this 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 Agreement.

**Section 4.5. *Limitation of Liability.***

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are covenants, stipulations, promises, agreements and obligations of the County and 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 or performance of any of the covenants and agreements under this Agreement or for any claims based on the Agreement may be had against any member County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. *Indemnification Covenant.***

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

(b) The County is entitled to use counsel of its choice and the Company 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 Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company 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 Company is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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



by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company 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.

**Section 4.9. Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 Agreement to Sign Other Documents.** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. Agreement's Construction.** Each Party and its counsel have reviewed this 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 Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. Applicable Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. Counterparts.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. Amendments.** This Agreement may be amended only by written agreement of the parties hereto.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or 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 Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Joyce Dickerson  
Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, 209 Stoneridge, LLC, has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

**209 STONERIDGE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**  
**LAND DESCRIPTION**

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Tract 33, containing 39,996.34 square feet, as fully shown on a map prepared for Greystone Office Building, A Limited Partnership, by W.L. Stephens, Jr., PE & LS, dated November 29, 1977, and recorded in the Register of Deeds Office in Richland County in Plat Book Y, at Page 720; said property being further shown and designated as 0.92 acre, more or less, on that certain plat prepared for Harborway Properties, LLC by Cox and Dinkins, Inc. dated April 7, 2010 and recorded in the Register of Deeds Office in Richland County in Plat Book 2141, at Page 2939; reference being made to said latter plat for a more complete and accurate description of said property.

This being the same property conveyed by deed from Harborway Properties, LLC unto Branch Banking and Trust Company and recorded on August 29, 2016, at the Richland County ROD in Book R 2141 at Page 2940; and being the same property conveyed to SBMUNICUST % LB ASHLEY LLC by Tax Deed dated March 17, 2017, and recorded on March 20, 2017, at the Richland County ROD in Book R 2195 at Page 1129.

TMS No. 07212-03-06.

**EXHIBIT B**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

25% of the Fee Payments per year for five (5) years, commencing with the first Fee Payment due with respect to the Project.

## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Three Hundred Seven Thousand Three Hundred Eighty Three Dollars (\$307,383) to increase funding to the Board of Voter Registration & Elections Department

First Reading: July 25, 2017

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_17HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE THREE HUNDRED SEVEN THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS (\$307,383) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT.

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

SECTION I. Approval to provide the funding received by the County from the City of Columbia and State Elections Commission for the election related expenses incurred by the Elections and Voter Registration Department conducting the following elections: 2016 Statewide Primary Elections, 2016 General Election, and the City of Columbia: 2017 District IV Special Election. Therefore, the Fiscal Year 2017-2018 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2017:	\$ 1,405,961
Appropriation of Reimbursement Balance:	\$ <u>307,383</u>
Total Reimbursed amount as Amended:	\$ 1,713,344

EXPENDITURES

Expenditures appropriated July 1, 2017:	\$ 1,405,961
Increase to Board of Voter Registration Department Budget:	\$ <u>307,383</u>
Total General Fund Expenditures as Amended:	\$ 1,713,344

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Joyce Dickerson, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2017

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## Richland County Council Request for Action

**Subject:**

To establish and create a special tax district within Richland County, South Carolina, to be known as the "Lake Dogwood Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

**Notes:**

First Reading: July 11, 2017

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “LAKE DOGWOOD SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1      Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1.      The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2.      The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Lake Dogwood.” The Petition requested the formation of the Lake Dogwood Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Lake Dogwood Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3.      By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated December 13, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated February 8, 2017, the Election Commission ordered that a referendum be held on June 13, 2017 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Lake Dogwood”, which area includes tax map parcels: R35481-01-02; R35481-01-03; R35481-01-04; R35481-01-05; R35481-02-01; R35481-02-02; R35481-02-03; R35481-02-04; R35481-02-05; R35481-03-01; R35581-01-01; R35581-01-02; R35581-01-03; R35581-01-04; R35581-01-05; R35581-01-06; R35581-01-07; R35581-01-08; R35581-01-09; R35581-01-12; R35581-01-13; R35581-01-14; R35581-01-15; R35581-01-17; R35581-01-18; R35581-01-19; R35581-01-20; R35581-01-21; R35581-01-22; R35581-01-23; R35581-01-24; R35581-01-26; R35581-01-27; R35581-01-28; R35581-01-29; R35581-01-30; R35581-01-31; R35581-01-32; R35581-01-33; R35581-01-34; R35581-01-35; R35581-02-01; R35581-02-02; R35581-02-03; R35581-02-04; R35581-02-05; R35581-02-06; R35581-02-07; R35581-02-09; R35581-02-10; R35581-03-01; R35581-03-02; R35581-03-03; R35581-03-04; R35581-03-05; R35581-03-06; R35581-03-07; R35581-03-08; R35581-03-09; R35581-03-10; R35581-03-12; R35581-03-13; R35581-03-14; R35581-04-01; R35581-04-02; R35581-04-03; R35581-04-05; R35581-05-01; R35581-05-02; R35581-05-03; R35581-05-04; R35581-05-05; R35581-06-01; R35581-06-02; R35582-01-01; R35582-01-03; R35582-01-04; R35582-01-05; R35582-01-06; R35582-01-07; R35582-01-08; R35582-01-09; R35582-01-10; R35582-01-11; R35582-01-12; R35582-01-13; R35582-01-14; R35582-01-15; R35582-01-16; R35582-01-17; R35582-01-18; R35582-01-19; R35582-01-20; R35582-01-21; R35582-01-22; R35582-01-23; R35582-01-24; R35582-01-25; R35582-01-28; R35582-01-29; R35582-01-30; R35582-01-31; R35582-01-32; R35582-01-33; R35582-01-34; R35582-02-04; R35582-03-01; R35582-03-02; R35582-03-03; R35582-03-05; R35582-03-06; R35582-03-08; R35582-04-01; R35582-04-03; R35582-04-04; R35582-04-05; R35681-01-01; R35681-01-02; R35681-01-03; R35681-01-04; R35681-01-05; and R35681-01-06, to be known as the “Lake Dogwood Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 250 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,500 for the life of the special tax district?

Yes, in favor of the question [ ]

No, opposed to the question [ ]

5. The Referendum was properly conducted on June 13, 2017, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2      Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3      Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Lake Dogwood Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4      Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5      Administration of the District.

The District must be governed by a commission to be known as the Lake Dogwood Special Tax District Commission (the “*Commission*”). The Commission shall consist of three members, each of whom shall be a member of the Lake Dogwood Property Owners Association, Inc. (the “*HOA*”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6      Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;

B. sue and be sued;

C. adopt, use, and alter a corporate seal;

D. make bylaws for the management and regulations of its affairs;

E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer or a banking institution registered by the Federal Deposit Insurance Corporation (FDIC) to act as a custodian for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in

the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7      Continuity of Levy.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next and no other business of the Commission is required, no formal action or meeting of the Commission shall be required.

Section 8      Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9      Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

[Remainder of Page Intentionally Left Blank]

ONE AND ENACTED IN MEETING DULY ASSEMBLED this 19<sup>th</sup> day of September, 2017.

**RICHLAND COUNTY, SOUTH CAROLINA**

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Chairman

(SEAL)

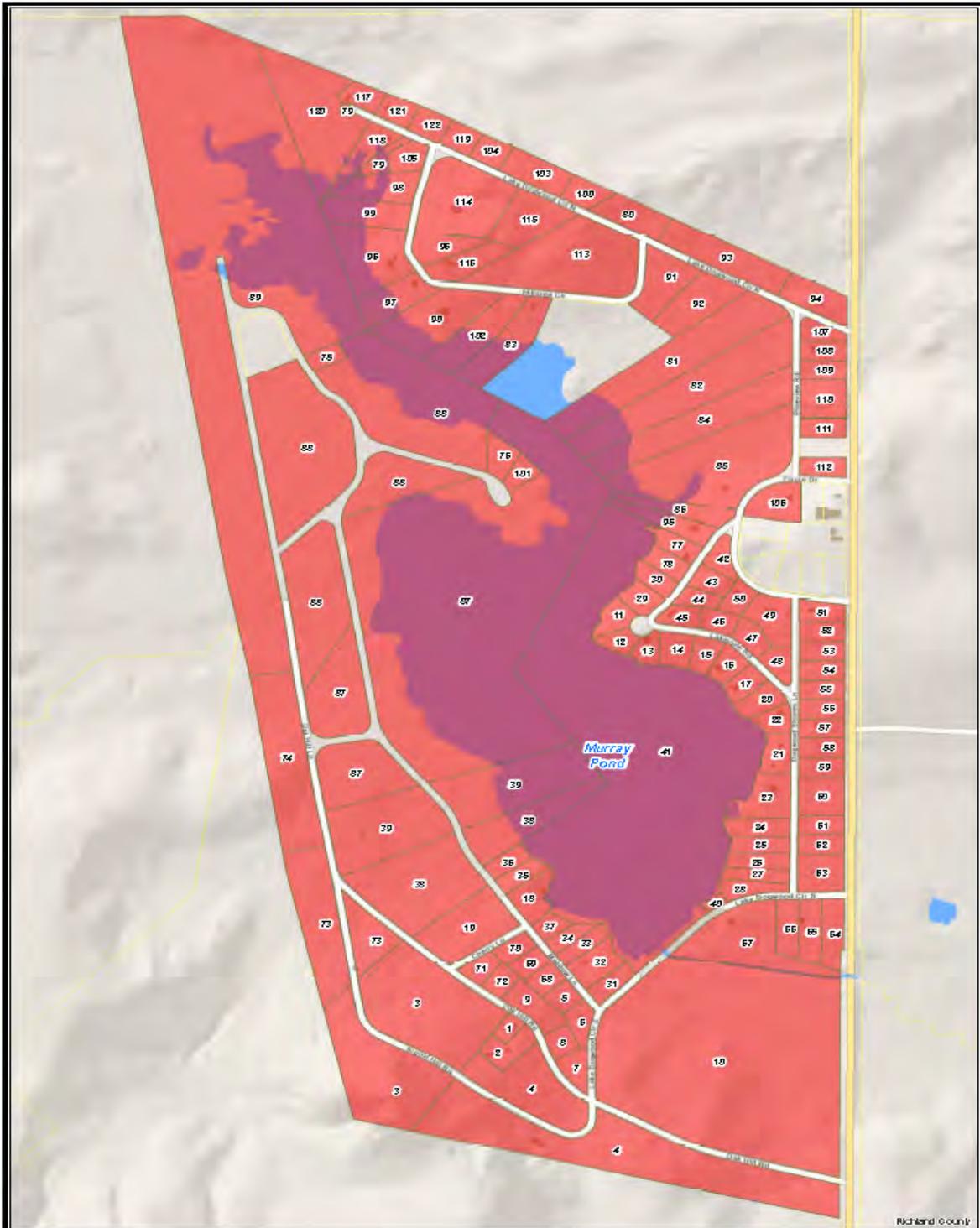
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Clerk to Council

First Reading: July 11, 2017  
Second Reading: September 12, 2017  
Public Hearing: September 12, 2017  
Third Reading: September 19, 2017

Exhibit A

MAP OF DISTRICT



Richland County



***Proposed Lake Dogwood HOA Tax District***



**Exhibit B**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct a public hearing (the “*Public Hearing*”) on the proposed enactment of the following ordinance (the “*Ordinance*”):

“AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “LAKE DOGWOOD SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”

The Public Hearing shall be held on September 12, 2017 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearing. A copy of the Ordinance is available for review at the County’s administrative facility during normal business hours.

# Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Flag to provide for payment of a fee-in-lieu of taxes; the extension of an existing fee-in-lieu of tax agreement between Richland County and Project Flag; and other related matters

**Notes:**

First Reading: July 11, 2017

Second Reading; September 12, 2017 {Tentative}

Third Reading:

Second Reading:

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 AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT FLAG TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; THE EXTENSION OF AN EXISTING FEE-IN-LIEU OF TAX AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT FLAG; 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, Project Flag previously entered into a fee in lieu of taxes agreement in the form of a Lease Agreement dated December 15, 1996 with the County (the “1996 FILOT Agreement”);

WHEREAS, Project Flag (“Sponsor”) desires to expand its existing manufacturing facility in the County (“Project”) consisting of an investment in real and personal property of not less than \$9,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to (i) enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide 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; and (ii) extend the term of the 1996 FILOT Agreement by ten (10) years for all eligible phases of the 1996 FILOT Agreement;

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 retained, and the anticipated costs and benefits to the County, and hereby finds:

(a) 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;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a 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 are greater than the costs.

**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. *Extension of Term of 1996 FILOT Agreement.*** The extension of the term of the 1996 FILOT Agreement by ten (10) years for each eligible part of the Project (as defined in the 1996 FILOT Agreement) (the “Extension”) 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 Extension.

**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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: June 6, 2017  
Second Reading: September 12, 2017  
Public Hearing: October 3, 2017  
Third Reading: October 3, 2017

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

~#4847-7924-4365 v.2~

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

**BETWEEN**

**PROJECT FLAG**

**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
<b>Sponsor Name</b>		
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	20 years	
• Investment Commitment	\$9,000,000	
• Jobs Commitment	-0-	
• Investment Period	5 years	
• Assessment Ratio:	6%	
• Millage Rate		
• Fixed or Five-Year Adjustable millage:	Fixed	
• Claw Back information		
<b>Multicounty Park</b>	N/A	
<b>Infrastructure Credit</b>	N/A	
• Brief Description		
• Credit Term		
• Claw Back information:		
<b>Other information</b>		

**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 Project Flag, a corporation organized and existing under the laws of the State of Delaware (“*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) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of an investment in real and personal property of not less than \$9,000,000;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility 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 may be amended from time to time and all future acts successor or supplemental thereto.

“*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, 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 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.

“*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, 2017.

**“Contract Minimum Investment Requirement”** means an investment in real and personal property at the Project of not less than \$9,000,000.

**“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.

**“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.

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

**“Fee Agreement”** means this Fee Agreement.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“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, 2041, the Final Termination Date is expected to be January 15th, 2043, 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.

**“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 (or unless the Commencement Date is later than December 31, 2017), is expected to end on December 31, 2022.

**“Multicounty Park”** means the multicounty industrial or business park governed by the I-77 Corridor Regional Industrial Park], dated as of April 15, 2003, between the County and Fairfield County, South Carolina.

**“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 19<sup>th</sup> 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 [COMPANY NAME] 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 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” on June 6, 2017 by adopting an Inducement Resolution, as defined in the Act.

(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 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 processed food 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.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments 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 Payments 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 Payments 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 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, 2017. 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 in January 31, 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 January 5th, 2011, 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, financing, 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, if any, the County and the Sponsor have elected to determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 460.8, 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 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 negatively impact the FILOT Payments 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.

**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, or any Sponsor Affiliate, 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, and any Sponsor Affiliate, 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  
[RESERVED]**

**ARTICLE VI  
[RESERVED]**

**ARTICLE VII  
DEFAULT**

**Section 7.1. Events of Default.** Subject in all events to Section 10.9 hereof, 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 a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) In the case of (b) through (d) above, or in case of failure by the Sponsor to perform any of the other material terms, conditions, obligations, or covenants under this Fee Agreement the County shall give notice to the defaulting Sponsor, and if such 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, the failure shall only then become an “Event of Default,” 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.** This Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to 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 and any Sponsor Affiliate 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 or any Sponsor Affiliate are 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 the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to \$7,000 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:**

□

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward Kluiters  
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 Payment 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 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.*** Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, 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 to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**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]*

**[PROJECT/SPONSOR NAME]**

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

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

[TBA]

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [] (“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**  
**RICHLAND COUNTY RESOLUTION 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.

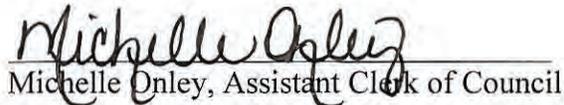
SIGNED and SEALED this 21<sup>st</sup> day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14<sup>th</sup> day of December, 2010.

RICHLAND COUNTY COUNCIL

BY:

  
Paul Livingston, Chair

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

  
Michelle Onley, Assistant Clerk of Council

**EXHIBIT D**

**[RESERVED]**

**EXHIBIT E**

[RESERVED]

## Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing a deed to \_\_\_\_\_ for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07

**Notes:**

First Reading: July 25, 2017

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING A DEED TO EMPIRE EQUITIES CAPITAL, LTD. FOR ONE SUMMIT PARKWAY, WHICH IS THE FORMER SUMMIT PARKWAY LIBRARY; ALSO DESCRIBED AS TMS# 23000-03-07.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed for One Summit Parkway, which is also described as TMS# 23000-03-07, to Empire Equities Capital, Ltd., as specifically described in the attached Title to Real Estate, attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

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

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

## Richland County Council Request for Action

**Subject:**

Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center

**Notes:**

July 25, 2017 – The committee unanimously recommended to approve the request to permit the Detention Center to work with the contractor to begin work on the project, in order to comply with the Fire Marshal's order.



**RICHLAND COUNTY  
GOVERNMENT**  
Office of the County Administrator

**REQUEST OF ACTION SUMMARY SHEET**

Agenda Item No.: 4d Meeting Date: July 25, 2017

To: Greg Pearce, Chair, Administration and Finance Committee  
From: Finance Department c/o Office of Procurement  
Department: County Council

**Item Subject Title:** Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center

**Action Taken by  
Committee previously:** None.

- Options:**
1. Approve the request and the Detention Center can work with the contractor to begin the project and comply with the Fire Marshal's order.
  2. Do not approve the request and the Detention Center will continue to have the code deficiencies until the project can be re-solicited and brought before Council again.

**Motion Requested  
Today:** Approve the request to award the contract with Crawford Sprinkler Co. to begin work and get in compliance with fire codes.

**Staff Recommendation:** Approval.  
**Impact of Action:** Operating Budget: The total cost for the contract is \$218,793, which is inclusive of a 10% contingency.

Capital Budget: Not applicable.

**Funding  
Amount/Source:** \$218,793 / Detention Center budget

**Requested by:** Finance Department c/o Office of Procurement

**Staff Representative:** Acting Procurement Manager Jennifer Wladisckin

**Outside Representative:** None.

**List of Attachments:**  
1. Detailed Request of Action

<u>7/17/17</u>	<u>Brandon Madden</u>	<u>All</u>
Date Submitted	Approved by the County Administrator's Office	Council District



## **REQUEST OF ACTION**

**Subject:** Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center

### **A. Purpose**

County Council is requested to approve the award of a contract for Sprinkler Head Replacements Phase 1-3 at the Alvin S. Glenn Detention Center in the amount of \$218,793, which includes a 10% contingency.

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

The County has been issued an order by the South Carolina State Fire Marshal citing defects in the fire sprinkler system at ASGDC. Due to the age of the sprinklers, it is difficult to maintain the proper “spare parts” inventory required by the code. Some sprinkler heads are obsolete and can no longer be purchased. In addition, code requires that when one sprinkler head is replaced in an area, all sprinklers in that compartmentalized space shall be replaced. Limited funding has caused this project to be delayed until FY17.

In May 2017, a Request for Bids RC-072-B-2017 was issued for the replacement of fire sprinkler heads at ASGDC. The project includes Phase 1-3 housing locations, cells, and all other direct and indirect inmate access areas that require quick response or standard institutional sprinkler heads. The phases associated with the request included:

- Phase 1- Alpha, Bravo, Charlie, Delta, Echo and Foxtrot dormitories
- Phase 2- Xray, Yankee and SHU (Special Handling Unit) with the exception of SHU cell sprinkler heads which were replaced in FY13.
- Phase 3- Golf, Hotel, India, and Juliet

One contractor submitted a bid, Crawford Sprinkler Co. of SC. The bid was evaluated and found to be responsive and responsible. Additional research was conducted to evaluate the bid amount and it was determined to be reasonable. The contractor has done previous sprinkler work at the Detention Center which has been found to be satisfactory, and of high quality of workmanship and materials. Due to the order by the Fire Marshal, it is the intent of the department to move forward with contract award to show progress in correcting the deficiencies reported.

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

There is no legislative/chronological history.

### **D. Alternatives**

1. Approve the request and the Detention Center can work with the contractor to begin the project and comply with the Fire Marshal’s order.
2. Don’t approve the request and the Detention Center will continue to have the code deficiencies until the project can be re-solicited and brought before council again.

**E. Final Recommendation**

It is recommended that County Council approve this request to award the contract with Crawford Sprinkler Co. to begin work and get in compliance with fire codes.



### Inspection

Local Detention Center  
South Carolina State Fire Marshal  
141 Monticello Trail  
Columbia, SC 29203  
Phone: 803-896-9800  
Fax: 803-896-9806

Activity Date: 09/11/12 12:53:16 PM  
Activity Number: I-DM-2012-0327  
Activity Cause: Requested  
Inspector 1 Name: Danny McKinney  
Inspector 1 Phone: 803-414-7021

#### Corrections:

Alvin S. Glenn Detention Center  
46  
201 John Mark Dial Dr. Detention Center  
Columbia, SC 29209  
Phone: 803-576-3253

Occupancy Type: Institutional Group I-3  
Cond. 5  
Property Use: Local Detention Facility  
Total Violations: 5  
Corrected Violations: 0  
Hours: 2.3333

Requesting Agency:  
Department of Corrections

YOU ARE HEREBY NOTIFIED that this is an official ORDER of the South Carolina State Fire Marshal stating the defects found to exist in the herein referenced structure or building, and further requiring that you as owner, agent, or person in control of said structure or building have 30 days to complete the specified repairs or improvements. You are further notified that the owner, agent, or party in control of said building or structure may APPEAL this ORDER within thirty (30) days by writing to the State Fire Marshal at the address above and stating the specified ground of appeal.

**Inspection Detail Not Cited Above**

Reference Number: NFPA 13 (2010 Edition) 21.4.2.2.2 Installation Requirements.

Sprinklers that have been painted or coated by overspray or residues shall be replaced with new sprinklers. [33:9.4.7.2]

Inspected On: 09/11/2012

Comment: Correct all heads that have over spray from paint throughout facility.

Reference Number: NFPA 13 (2010 Edition) 8.3.3.4 Thermal Sensitivity.

When existing light hazard systems are converted to use quick-response or residential sprinklers, all sprinklers in a compartmented space shall be changed.

Inspected On: 09/11/2012

Comment: When replacing with quick response heads all heads in that compartment shall be up-graded with quick response heads.

Reference Number: NFPA 13 (2010 Edition) 6.2.9.1\* Stock of Spare Sprinklers.

A supply of at least six spare sprinklers (never fewer than six) shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

Inspected On: 09/11/2012

Comment: Comply throughout facility.

Reference Number: NFPA 13 (2010 Edition) 6.2.9.5 Stock of Spare Sprinklers.

The stock of spare sprinklers shall include all types and ratings installed and shall be as follows: (1) For protected facilities

**Corrections**

Alvin S. Glenn Detention Center  
40  
201 John Mark Dial Dr. Detention Center  
Columbia, SC 29209  
Phone: 803-576-3236

Occupancy Type: Institutional Group I-3  
Cond. 5  
Property Use: Local Detention Facility  
Total Violations: 5  
Corrected Violations: 0  
Hours: 2.3333

Requesting Agency:  
Department of Corrections

having under 300 sprinklers—no fewer than six sprinklers (2) For protected facilities having 300 to 1000 sprinklers — no fewer than 12 sprinklers (3) For protected facilities having over 1000 sprinklers — no fewer than 24 sprinklers

Inspected On: 09/11/2012

Comment: Correct throughout facility.

**Pre Existing Inspection Details**

Reference Number: IFC (2003) 901.4 Installation.

Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

Inspected On: 09/28/2011

Comment: Provide fire protection through alteration that will not allow jampering or activation of sprinkler head within individual cells.

**Default Signature Type**



Mike Smith

Danny McKinney  
South Carolina State Fire Marshal  
141 Monticello Trail  
Columbia, South Carolina 29203  
803-414-7021  
daniel.mckinney@lr.sc.gov

Curtis Smith  
South Carolina State Fire Marshal  
141 Monticello Trail  
Columbia, South Carolina 29209  
803-543-0809  
Curtis.Smith@lr.sc.gov



### Inspection

**Local Detention Center**  
South Carolina State Fire Marshal  
141 Monticello Trail  
Columbia, SC 29203  
Phone: 803-898-8800  
Fax: 803-898-9806

Activity Date: 09/16/13 11:00:00 AM  
Activity Number: I-GJ-2013-0540  
Activity Cause: Requested  
Inspector 1 Name: Greg James  
Inspector 1 Phone: 803-414-7139

#### Corrections

Alvin S. Glenn Detention Center  
40  
201 John Mark Dial Dr. Detention Center  
Columbia, SC 29209  
Phone: 803-576-3236

Occupancy Type: Institutional Group I-3  
Cond. 5  
Property Use: Local Detention Facility  
Total Violations: 0  
Corrected Violations: 5  
Hours: 2.0000

Requesting Agency:  
Department of Corrections

**YOU ARE HEREBY NOTIFIED** that this is an official ORDER of the South Carolina State Fire Marshal stating the defects found to exist in the herein referenced structure or building, and further requiring that you as owner, agent, or person in control of said structure or building have 30 days to complete the specified repairs or improvements. You are further notified that the owner, agent, or party in control of said building or structure may **APPEAL** this ORDER within thirty (30) days by writing to the State Fire Marshal at the address above and stating the specified ground of appeal.

#### Pre Existing Inspection Details

Reference Number: NFPA 13 (2010 Edition) 6.2.9.1\* Stock of Spare Sprinklers.

A supply of at least six spare sprinklers (never fewer than six) shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

Inspected On: 09/11/2012

Comment: Comply throughout facility.

Corrected On: 09/16/2013

Reference Number: NFPA 13 (2010 Edition) 6.2.9.5 Stock of Spare Sprinklers.

The stock of spare sprinklers shall include all types and ratings installed and shall be as follows: (1) For protected facilities having under 300 sprinklers—no fewer than six sprinklers (2) For protected facilities having 300 to 1000 sprinklers — no fewer than 12 sprinklers (3) For protected facilities having over 1000 sprinklers — no fewer than 24 sprinklers

Inspected On: 09/11/2012

Comment: Correct throughout facility.

Corrected On: 09/16/2013

Reference Number: NFPA 13 (2010 Edition) 8.3.3.4 Thermal Sensitivity.

When existing light hazard systems are converted to use quick-response or residential sprinklers, all sprinklers in a compartmented space shall be changed.

Inspected On: 09/11/2012

Comment: When replacing with quick response heads all heads in that compartment shall be up-graded with quick response heads.

Corrected On: 09/16/2013

**Corrections**

Alvin S. Glenn Detention Center  
40  
201 John Mark Dial Dr. Detention Center  
Columbia, SC 29209  
Phone: 803-576-3236

Occupancy Type: Institutional Group I-3  
Cond. 5  
Property Use: Local Detention Facility  
Total Violations: 0  
Corrected Violations: 5  
Hours: 2.0000

Requesting Agency:  
Department of Corrections

---

Reference Number: NFPA 13 (2010 Edition) 21.4.2.2.2 Installation Requirements.

Sprinklers that have been painted or coated by overspray or residues shall be replaced with new sprinklers. [33:9.4.7.2]

Inspected On: 09/11/2012

Comment: Correct all heads that have over spray from paint throughout facility.

Corrected On: 09/16/2013

Corrected Comment: Heads are being replaced as part of upgrade.

---

Reference Number: IFC (2006) 901.4 Installation.

Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

Inspected On: 09/28/2011

Comment: Provide fire protection through alteration that will not allow tampering or activation of sprinkler head within individual cells.

Corrected On: 09/16/2013

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**Comments:**

Requested by Scott Morehead of SCDC. Contact person was Michael Smith. Alarm system serviced July 2013. Sprinkler system serviced March 2013. No violations at time of inspection.

---

Default Signature Type



---

Greg James  
South Carolina State Fire Marshal  
141 Monticello Trail  
Columbia, South Carolina 29203  
803-414-7139  
gregory.james@lir.sc.gov



**RICHLAND COUNTY GOVERNMENT CERTIFIED BID TABULATION**

<b>SOLICITATION NUMBER :</b>	KC 0723 2017	<b>PROJECT NAME:</b>	Rep. Sprinkler Heads		<b>DATE ISSUED:</b>	6/19/17	<b>RECEIPT DATE:</b>	6/19/17	<b>TIME OPEN:</b>	2:00PM
<b>DEPARTMENT:</b>		<b>REQUISITION #:</b>		<b>CONTRACT #:</b>		<b>PURCHASE ORDER #:</b>				
<b>POINT OF CONTACT:</b>	<b>T:</b>	<b>F:</b>	<b>EMAIL:</b>	<b>COMPANY:</b>	<b>NUMBER OF ADDENDUM ISSUED:</b>	<b>COMPANY:</b>	<b>APPARENT LOW BIDDER</b>	<b>COMPANY:</b>		
<b>MINIMUM DESCRIPTION</b>	<b>SI</b>	<b>QTY</b>	<b>PRICE</b>	<b>COMPANY:</b>	<b>COMPANY:</b>	<b>COMPANY:</b>				
1 Rep. Sprinkler Heads	LS	1	(\$)	Crawford						
2			(\$)	148,903.00						
3			(\$)							
4			(\$)							
5			(\$)							
6			(\$)							
7			(\$)							
8			(\$)							
<b>SHIPPING</b>										
<b>TAX</b>										
<b>GRAND TOTAL</b>										
<b>DELIVERY CALENDAR DAYS</b>										
<b>WARRANTY</b>										
<b>GUARANTEE</b>										
<b>NAME AND TITLE OF CERTIFYING OFFICIAL</b>	Jennifer Wladischka		<b>NAME AND TITLE OF ASSISTANT</b>		Sierra Flynn, Buyer					
<b>SIGNATURE</b>	<i>Jennifer Wladischka</i>		<b>SIGNATURE</b>		<i>Sierra Flynn</i>					
<b>DATE:</b>	6/19/17		<b>DATE:</b>		6/19/17					

RICHLAND COUNTY  
PROCUREMENT DEPT  
2017 JUN 19 PM 2:00

## **Richland County Department of Procurement & Contracting**

### **Price Analysis Quick Guide and Worksheet**

The following information is provided as a guide to assist in determining what appropriate documentation should be obtained to support procurement undertaken in accordance with Federal, State and County regulations. This checklist is a supplemental tool to provide additional assistance and does not take the place of the any procurement responsibilities provided in other manuals, policy letters, or guidance materials.

#### **Price Analysis Methods:**

A price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e. lump sum) without analyzing any of the separate cost elements that it is composed of.

Verify the accuracy of the pricing information submitted, and evaluate the reasonableness of the proposed costs. To be considered reasonable, proposed pricing must be reasonable (generally defined as what a prudent business would pay in a competitive marketplace).

Compare price proposed by the offeror with actual pricing for the same or similar work, and/or independent estimates created by County staff or independent architect, engineer, appraiser, etc.

## Cost and Price Analysis Worksheet

### Contractor Information:

Name of Contractor: Crawford Sprinkler Co of SC

Solicitation number: RC-072-B-2017

Contract Type (professional service, material, construction, etc.): Construction

### Price Analysis:

The price analysis was conducted based on one or more of the following (check those that apply).

- Sealed bid with 2 or more responsible bidders and the low bidder was selected
- Sealed bid with less than 2 responsible bidders
- Competitive proposals (RFPs) where price was part of the proposal and there were less than 2 offerors.

### Price Reasonableness Documentation

Comparison to in-house estimate (for all procurements, attach estimate). A cost analysis is done before a solicitation is issued. The purpose is to establish reasonableness of cost for negotiation purposes.

Estimate was \$194,400. Bid came in at \$198,903, 2.2% higher than the estimate.

The cost is reasonable (what a prudent business would pay in a competitive marketplace). This portion of the analysis should compare prices for comparable projects or activities.

Sprinkler heads were replaced in the kitchen area of the detention center in 2013. This did not involve various locations, different types of sprinkler heads, and did not require the pipes in the walls to be modified to fit different fixtures. As an average, that quote was \$140.40 per sprinkler head. The current price, including the additional work required in this project, is \$169.40.

### Price Reasonableness Certification:

*I have reviewed and compared the price and cost data provided by the contractor and have determined that the costs proposed are necessary and reasonable for the work to be performed by the contractor.*

Authorized Representative:



Signature

7/13/2017

Date

**County of Richland-PROD**  
**PURCHASE ORDER STATUS INQUIRY**  
As of 6/30/2017

**PURCHASE ORDER INFORMATION**

<b>PO Number:</b>		<b>Vendor:</b> TBD		TO BE DETERMINED		<b>Requisition</b>									
<b>PR Number:</b> R1702759		<b>Addr Cd:</b> P1		<b>Remaining Balance:</b> 194,400.00											
<b>Confirm:</b>	<b>Requested by:</b> Peters, Tim		<b>Req. Dt:</b> 05/01/2017		<b>Blanket Number:</b>										
<b>Account:</b>	<b>Approved by:</b>		<b>Apr Dt:</b>		<b>Blanket Amount:</b> 194,400.00										
<b>Bid:</b>	<b>Printed by:</b>		<b>Print Dt:</b>		<b>Buyer:</b> B07										
<b>Contract:</b>	<b>PO Type:</b> B				<b>Req. Codes:</b>										
<b>Ship To:</b> L2100					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;">DE</td> </tr> <tr> <td>NW</td> <td> </td> <td> </td> <td> </td> </tr> </table>						DE	NW			
			DE												
NW															
<b>Bill To:</b> L1809	<b>End Use:</b>														

**ITEMS**

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg						
0001	1.00	0	LS	194,400.00	GL	1100210000 530300	0.00	0.00	194,400.00		Y							
							0.00	0.00				Y0						
					<i>Product ID :</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Replace certified fire sprinkler heads for</td></tr> <tr><td>the detention center, Phase 1-3 housing</td></tr> <tr><td>location, cells, and all direct and</td></tr> <tr><td>indirect inmate access areas, that require</td></tr> <tr><td>quick response or standard institutional</td></tr> <tr><td>sprinkler heads. See atch for additional</td></tr> <tr><td>info.</td></tr> </table>						Replace certified fire sprinkler heads for	the detention center, Phase 1-3 housing	location, cells, and all direct and	indirect inmate access areas, that require	quick response or standard institutional	sprinkler heads. See atch for additional	info.
Replace certified fire sprinkler heads for																		
the detention center, Phase 1-3 housing																		
location, cells, and all direct and																		
indirect inmate access areas, that require																		
quick response or standard institutional																		
sprinkler heads. See atch for additional																		
info.																		

**ENCUMBRANCES**

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	Balance	T	Pav
0001	1100210000	530300	R1702759	05/01/2017	194,400.00		194,400.00	EN	
0001	1100210000	530300	R1702759	05/01/2017	(14,400.00)		180,000.00	EN	
0001	1100210000	530300	R1702759	05/01/2017	14,400.00		194,400.00	EN	
0001	1100210000	530300	R1702759	05/01/2017	(14,400.00)		180,000.00	EN	
0001	1100210000	530300	R1702759	05/01/2017	28,800.00		208,800.00	EN	
0001	1100210000	530300	R1702759	05/01/2017	(14,400.00)		194,400.00	EN	
0001	1100210000	530300	R1702759	05/01/2017	14,400.00		208,800.00	EN	
0001	1100210000	530300	R1702759	05/01/2017	(14,400.00)		194,400.00	EN	
<b>Balance:</b>					194,400.00		194,400.00		



Richland County Government Office of Procurement & Contracting

REQUEST FOR QUOTE

(This is not an order)

PAGE OF

IMPORTANT: If unable to quote, please so indicate on this form and return. Richland County Government (County) is not responsible for any cost incurred in responding, preparing and submitting a quote or to award a contract. Any representations and/or certifications attached to the Quote must be completed and executed by an authorized Agent of the company.

TO BE COMPLETED BY PURCHASING AGENT

Form section for purchasing agent completion, including fields for FROM, TITLE, EMAIL, Telephone #, Fax #, PROJECT TITLE, QUOTE #, ISSUE DATE OF QUOTE, ADDENDUM #, Payment Terms, and DESTINATION.

MUST BE COMPLETED BY VENDOR OR CONTRACTOR

Form section for vendor or contractor completion, including BUSINESS CLASSIFICATION, Disadvantage Business Enterprise Classification, delivery date, and company information.





## Crawford Sprinkler Company of South Carolina, Inc.

P.O. BOX 1267, LUGOFF, SC 29078  
673 LACHICOTTE ROAD, LUGOFF, SC 29078  
PHONE 803-438-2994 FAX 803-438-6065  
S. C. License FSC # 1002  
joe@crawfordsprinkler-sc.com

April 24, 2013

Company: Alvin S. Glenn Detention Center  
Attn: Michael Smith  
Fax / e-mail: 803-576-2135  
From: Joe Phifer  
Pages: 2

Reference: Replace kitchen sprinklers

We are pleased to quote to you the cost of **FOURTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$14,750.00)** to provide tools, labor and material to remove the existing sprinklers in the main kitchen and loading dock and replace with new semi-recessed standard response sprinklers.

Due to rising material and fuel costs, this amount is subject to increase if awarded after 30 days from this date.

Contract acceptance contingent upon this letter of quotation becoming a part of the contract as an Attachment.

Cost includes:

- (1) Materials and sales tax.
- (2) Permit.
- (3) Supervision and labor.
- (4) One year warranty on new materials and workmanship.
- (5) Insurance coverage per our attached certificate.

Work and equipment not included in the cost above:

- (1) Tamper proof institutional sprinklers. Cost for these will be extra if required.
- (2) Cutting, patching and painting of sheetrock ceilings that may be required to access sprinkler piping.
- (3) Providing fire watch personnel while system is out of service.
- (4) Flushing or testing of existing piping.

Crawford Sprinkler Co. cannot be held liable for water damage caused by leaks from existing installed system components. Cost for repairs to existing installed system components will be extra.

Change Order requests will not be performed without written authorization prior to doing work.

Owner and / or general contractor shall notify Crawford Sprinkler Co. of the presence of asbestos, hazardous materials and conditions, etc. in the work place prior to Crawford Sprinkler Co. starting work. Additional safety equipment and costs for working around asbestos and other hazardous materials, etc. as well as lost time from failure to disclose hazards will be extra to the amount quoted above.

Buyer to provide sufficient heat throughout all portions of the building equipped with a wet pipe system to prevent any freezing of water in the pipe.

Seller shall guarantee all workmanship and materials to be free from defects for a period of twelve (12) months following the date of the hydrostatic pressure test and the sprinkler system is placed in service. Seller cannot be responsible for any workmanship and materials left exposed to corrosive elements, atmosphere, and / or conditions.

Payment on materials and labor furnished under this proposal shall be made in monthly installments, each installment equaling 100% of the value of all work completed and materials stored on the job site, due and payable to seller by the 10<sup>th</sup> of the following month. Final payment shall become due and payable within thirty (30) days after completion of the work.

By accepting this proposal, the purchaser expressly acknowledges and stipulates that until CRAWFORD SPRINKLER COMPANY has completely installed the system and has conducted the hydrostatic test, performance by CRAWFORD SPRINKLER COMPANY has not been completed and only upon that being done by CRAWFORD SPRINKLER COMPANY does it assume any responsibility or obligation for the functioning of the system as installed by it. Under no circumstances is anyone else permitted or authorized to place the system in service or perform a test upon it, and CRAWFORD SPRINKLER COMPANY is not responsible for the consequences of any activities of others in that regard.

We appreciate the opportunity to quote a bid to you on this project. Please call if you have any questions.

Best regards,  
CRAWFORD SPRINKLER CO.  
OF SOUTH CAROLINA, INC.

Joe E. Phifer

Accepted by:

Title:

Date:



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

**Applicant must reside in Richland County.**

Name: Roger Sears

Home Address: 747 Poinsettia Street Columbia, SC 29205

Telephone: (home) (843) 819-2089 (work) (803) 726-6147

Office Address: 201 Arbor Lake Drive Columbia, SC 29223

Email Address: SearsR@RCgov.us

Educational Background: B.S. Civil Engineering, University of South Carolina

Professional Background: 10 years' experience in engineering and management at the private, state and county level (resume can be provided upon request)

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

Name of Committee in which interested: CMCOG and/or Employee Grievance Committee

Reason for interest: CMCOG: a large portion of CMCOGs responsibility deals with Transportation Planning, which is something I'm very familiar with and would like to contribute from a Richland County perspective.

Employee Grievance Committee: I'm looking to become more involved in the County and believe I would be able to contribute greatly to the process

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

CMCOG: being involved with other MPO/COGs around the state as part of my responsibilities at SCDOT and being involved in the transportation planning process gives me the background to be effective with the CMCOG

Employee Grievance Committee: As a member of SC Whitmore School board, I have dealt with several employee related issues (terminations) and believe this experience will translate well into effectiveness with the grievance board.

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: 15-20

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No PL

**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 [Signature]

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Applicant's Signature

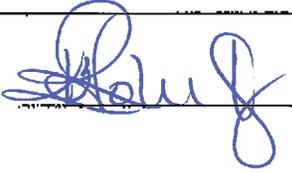
6/12/2017  
Date

**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>6-12-17</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: Florence Chretien

Home Address: 232 Cambridge Ln. Rd. Cola 29223

Telephone: (home) (803) 800-6776 (work) (803) 576-1931

Office Address: 1701 Main St. Cola, SC 29201

Email Address: chretienf@rcgov.us

Educational Background: Criminal Justice Degree

Professional Background: Deputy Clerk Jury Coordinator

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

Name of Committee in which interested: Township Auditorium Board

Reason for interest: Giving my time and talent in support of a Board I beleive in. The opportunity not only to give my expertise but also to gain new skills.

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

I'm a team player, a people's person (socialable), I demonstrate trust and respect. I believe all decisions should be may openly and constructively.

Presently serve on any County Committee, Board or Commission? RC Grievance Committee

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: Hours required, will treat position as a true job.

**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.*

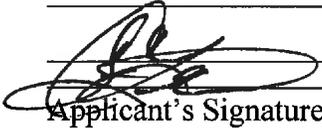
Yes \_\_\_\_\_ No <sup>fc</sup> \_\_\_\_\_

**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 <sup>fc</sup> \_\_\_\_\_

If so, describe: \_\_\_\_\_

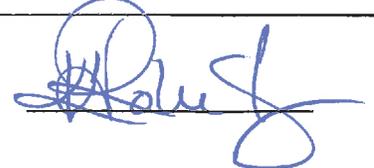
  
Applicant's Signature

6/15/17  
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>6-23-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



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

**Applicant must reside in Richland County.**

Name: **Alexander English**

Home Address: **596 Rimer Pond rd. Blythewood, S.C. 29016**

Telephone: (home) **803-7861969.** (work) **317-5199216**

Office Address:

Email Address: **Rockwiu@aol.com**

Educational Background: **B.A. University of South Carolina**

Professional Background: **Retired Professional Athlete**

**Male**

Female

Age: 18-25

26-50

Over 50



Name of Committee in which interested: **Township Auditorium board**

Reason for interest: **Love for the Arts and the quality of life for the people of the city of Columbia.**

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

Commission: **I am a person who has traveled the world, met people from all walks of life, and have business connections throughout the world.**

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: **Whatever it takes to finish the project.**

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe:

Applicant's Signature Alex English Date 06/23/2017

**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.**

[Signature]  
rec'd 6/23/17



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Tony B. White
Home Address: 518 Bryton Trace Columbia SC 29204
Telephone: (home) 803-424-8053 (work) 803-788-6800
Office Address: 101 Newland RD Columbia SC 29229
Email Address: twhite317@yahoo.com
Educational Background: Midlands Tech College, Eau Claire HS '83
Professional Background:

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

Name of Committee in which interested: Township Board
Reason for interest: \* Better Quality arts + family ent. for Richland county and Township
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: \* member Brookland Baptist Church 2045
\* former co-chair 3 Rivers Music Festival
\* Black Tie Chairman of 100 Blackmen Gak
\* over 20 years working - Entertainment Marketing
Presently serve on any County Committee, Board or Commission? \* 100 Black Men of Greater Columbia Executive Board
Any other information you wish to give?
Recommended by Council Member(s): Paul Livingston
Hours willing to commit each month: (flexible)

CONFLICT OF INTEREST POLICY

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing

through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes \_\_\_\_\_ No

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No

If so, describe:

Applicant's Signature Date

  
06/14/17

**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.**

1

<b>Staff Use Only</b>	
Date Received: 6/19/14	Received by: 
Date Sent to Council:	



#### 4. Atlas Road Widening project: Right of Way acquisition

Discussion Point:

Right of way acquisition for this project is nearing completion. Of the 149 tracts, there are 27 tracts recommended for acquisition under Council authority. Right of way agents have been unsuccessful in concluding negotiations with these tracts. A breakdown of these tracts is as follows:

15 Parcels-unable to clear title (estates, federal and state tax liens, etc.)

9 Parcels-unable to reach agreement

2 Parcels-no response from property owners to offer

1 Parcel-unable to obtain mortgage agreement

27 Parcels

Recommendation:

Staff respectfully requests the Committee to concur with acquiring right of way under Council authority and to forward to full Council for consideration.

# Richland County Council Request for Action

**Subject:**

An Ordinance authorizing the issuance and sale of not exceeding \$\_\_\_\_\_ 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

**Notes:**

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



## 5. First Reading of the Transportation Bond Issuance

Discussion Point:

In 2012, Richland County voters approved a referendum establishing the Penny Sales Tax Program. In addition, voters also approved the ability for the County to bond up to \$450 million for the program. Bond Counsel has been invited to the ad hoc meeting to discuss the required readings prior to the issuance of bonds.



## 6. Broad River Neighborhood Improvement Project: SCDOT Supplemental Agreement

Discussion Point:

The Transportation Program is the recipient of a Transportation Alternatives Program grant through the Central Midlands Council of Governments (CMCOG) which is administered through the South Carolina Department of Transportation (SCDOT). This grant will provide \$180,000 towards the construction of the Broad River Neighborhood Improvement Project. This project is nearing design completion and is anticipated to go to Construction in late 2017/early 2018. To be eligible for the funding, this agreement must be executed by both County Council and the SCDOT Commission prior to Construction.

Recommendation:

Staff respectfully requests that the agreement be accepted and forwarded to County Council for approval and execution.



## 7. Monthly PDT Update at Council Meetings

Discussion Point:

This is a discussion item requested by Ad Hoc Committee Chairman Manning concerning the Program Development Team providing updates to County Council.



**RICHLAND COUNTY  
GOVERNMENT**  
Office of the County Administrator

September 7, 2017

The Blue Ribbon Committee (BRC) met on September 7, 2017. Council Members Pearce, Livingston, and Myers are the representatives from the County Council. Councilmembers Pearce and Myers were present.

- A. The BRC was provided an update on the 2015 Flood Event (4241-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. Richland County submitted nine (9) applications for hazard mitigation projects; these applications range from community outreach, to infrastructure strengthening, to acquiring (Buyout) substantially damaged properties (residential and commercial) located in the Special Flood Hazard Area (Food Zone).
1. To date; four (4) of the seven (7) applications have been approved by FEMA:
    - #63/48: “Reaching the Digitally Disconnected” – a public outreach project
    - #4/32: Buyout of Eight (8) residential properties
    - #6/34: Buyout Twenty-One (21) residential properties
    - #2/33: Buyout Twenty-One (22) residential properties
  2. Key Points:
    - FEMA HMGP provides a federal share of 75% funding. As previously approved by Council; for the property buyout program and infrastructure strengthening program, the remaining 25% local share will be funded through the CDBG-DR.
    - Richland County Staff has initiated the steps required for property acquisition utilizing FEMA HMGP & HUD CDBG-DR Funding, which includes:
      - a. Assigning a property Buyout Case Manager to ensure all data is properly collected
      - b. Conducting formal 3<sup>rd</sup> property appraisals (this program will reimburse for the pre-flood disaster appraisal)
      - c. Conducting environmental reviews
      - d. Conducting property closings
      - e. Conducting demolition and land restoration actions
    - Once the County acquires these properties, we own them in perpetuity; including all reoccurring costs for maintenance.
    - All properties must be re-naturalized and remain undeveloped in perpetuity. Staff is developing a land use plan for these properties, which will include public and Council input.
    - We anticipate completing the 1<sup>st</sup> property buyout in February 2019.

ACTION: No action required. Information Only.



**RICHLAND COUNTY  
GOVERNMENT**  
Office of the County Administrator

- B. The BRC was provided information regarding two (2) major staff items initiated as a result of the FEMA approval of HMGP funding:
1. Developing Tetra Tech Task Orders (T.O.) for Project Management Services for the approved Buyout Applications.
    - a. These Task Orders are a continuation of existing Task Order #9
      - i. T.O. #14: \$63,150.38 (for the award of application #32 for 8 properties)
      - ii. T.O. #15: \$168,562.40 (for the award of application #34 for 21 properties)
      - iii. T.O. #16: \$270,030.00 (for the award of application #33 for 22 properties)
    - b. All of these costs were anticipated and contained in the County's buyout applications submitted to FEMA for HMGP funding.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve these three task orders to Tetra Tech for administration of the HMGP grant awards.

2. Developing and posting three (3) RFQs seeking the following services
  - Formal third party property appraisal services
  - Legal services for property closing services
  - Demolition and property restoration contractor services

**ACTION:** The Blue Ribbon Committee unanimously recommended staff issue the three (3) RFQ's for the services described.

- C. The BRC was provided an update on Richland County's HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) program.
1. Single Family Home Rehabilitation Program (SFR): Total of 575 applications received
    - 145: Scheduled consultations
    - 139: Completed "initial" consultations
    - 32: Verified applications
    - 46: Scope & cost estimations completed
    - 46: Tier II Inspections Completed
    - 38: Cost estimates completed - Average cost \$25,000.00
  2. CDBG-DR Action Plan Amendments:
    - a. Small Rental Rehabilitation Program (SRR)
      - Staff proposed amending Action Plan to streamline the current applicant selection process by verifying applicants on a first-come first-served basis instead of through a prioritization process. Prioritizing by different factors has proven problematic in the rental program because it is hard to get documentation on the renters themselves and there are far fewer needs than with the single-family, owner-occupied program.



**RICHLAND COUNTY  
GOVERNMENT**  
Office of the County Administrator

b. HMGP Match Program:

- Staff proposed amending the Action Plan to ensure wording is consistent between the HMGP and CDBG-DR Programs by eliminating the owner-occupied requirement for CDBG-DR matching funds.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve the CDBG-DR Action Plan Amendments.

Staff asks Council to proceed with approving these requests in line with the Blue Ribbon Committee's recommendation.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION DAVID DONNELL GREEN  
AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,  
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** David Donnell Green is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal care regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, David Donnell Green shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as David Donnell Green is no longer employed by Richland County to enforce the County’s animal care regulations.

**ADOPTED THIS THE DAY OF , 2017.**

\_\_\_\_\_  
Joyce Dickerson, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Michelle Onley  
Clerk of Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION DANTRELL LAQUINN JONES AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Dantrell Laquinn Jones is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s vector control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Dantrell Laquinn Jones shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Dantrell Laquinn Jones is no longer employed by Richland County to enforce the County’s animal care regulations.

**ADOPTED THIS THE DAY OF , 2017.**

\_\_\_\_\_  
Joyce Dickerson, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Michelle Onley  
Clerk of Council



**REQUEST OF ACTION**

**Subject:** FY18 - District 5 Hospitality Tax Allocations

**A. Purpose**

County Council is being requested to approve a total allocation of **\$14,455** for District 5.

**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 5 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial discretionary account funding</u>	<u>\$14,455</u>
International Friendship Ministries	\$ 1,500
Epworth Children’s Home	\$ 1,500
Columbia United FC d/b/a	\$ 955
Keep the Midlands Beautiful	\$ 3,500
Whaley Street Neighborhood Association	\$ 7,000
<u><b>Total</b></u>	<u>\$ 14,455</u>
<u><b>Remaining balance</b></u>	<u>\$ 0</u>

**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.



**REQUEST OF ACTION**

**Subject:** FY18 - District 8 Hospitality Tax Allocations

**A. Purpose**

County Council is being requested to approve a total allocation of **\$8,000** for District 5.

**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 8 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial discretionary account funding</u>	<u>\$164,850.00</u>
Amount Allocated as part of FY2017 Budget Process	\$100,450.00
<b><u>Remaining balance</u></b>	<b><u>\$ 64,400.00</u></b>
Ray Tanner Foundation Home Run 5k And 12k Tourism Event	\$ 8,000.00
<b><u>Total</u></b>	<b><u>\$ 8,000.00</u></b>
<b><u>Remaining balance</u></b>	<b><u>\$ 56,400.00</u></b>

**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.