



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**JULY 6, 2010
6:00 PM**

CALL TO ORDER **HONORABLE PAUL LIVINGSTON, CHAIR**

INVOCATION **HONORABLE NORMAN JACKSON**

PLEDGE OF ALLEGIANCE **HONORABLE NORMAN JACKSON**

Approval Of Minutes

1. Regular Session: June 15, 2010 [PAGES 8-19]
2. Zoning Public Hearing: June 22, 2010 [PAGES 21-24]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Conservation Commission proposed bid on Fort Jackson parcels to protect Gills Creek
- b. Attorney General's Opinion Re: Voter's Registration
- c. Malloy vs. Richland County

Citizen's Input

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

Report Of The County Administrator

5. a. M-1 Zoning Update
- b. Lower Richland Sewer Update
- c. Farmers' Market Update

- d. Navistar Grant

Report Of The Clerk Of Council

- 6. a. July Wrap-Up Meeting: July 27, 2010
- b. August Recess: Council Meeting Schedule
- c. Retreat: Visionary Legacy of Council

Report Of The Chairman

Open/Close Public Hearings

- 7. a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-2, Loitering; so as to add additional language to the definition.
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-65, Definitions; Section 23-72, Inspections, Audits, and Administration; Section 23-73, Assessments and Appeals of Hospitality Tax; and Section 23-74, Violations and Penalties; so as to clarify and revise the language therein.
- c. Authorizing and providing for the creation of the Hopkins Waterworks System and for the issuance of Hopkins Waterworks System Improvement Revenue Bonds of Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the net revenues derived from the operation of the Waterworks System and pledging the revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing
- d. An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and their respective affiliates, successors, and assigns, the conveyance by Richland County of certain land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto

Approval Of Consent Items

- 8. Business Services Center: Hospitality Tax Ordinance Amendments
[THIRD READING] [PAGES 31-36]
- 9. To amend the ordinance dealing with Loitering **[THIRD READING] [PAGES 38-41]**
- 10. 10-12MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (236 Acres)\
17500-03-42
Longtown Rd. **[SECOND READING] [PAGE 43]**
- 11. 10-13MA

Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RU (3 Acres)
09411-05-71
Blue Ridge Terrace **[SECOND READING] [PAGE 45]**

12. 10-14MA

Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (3 Acres)
20300-02-40
Rice Creek Farms **[SECOND READING] [PAGE 47]**

13. 10-15MA

Richland County Conservation Commission
Apply Conservation Overlay to an existing PDD (7 Acres)
20300-02-34
Lee Rd. **[SECOND READING] [PAGE 49]**

14. 10-16MA

Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RM-HD (11 Acres)
17300-02-35
Farrow Rd. **[SECOND READING] [PAGE 51]**

15. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Section 26-59, Planned Development Review/Approval; so as to correct the section reference for PDD Regulations **[SECOND READING] [PAGES 53-54]**

16. An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and their respective affiliates, successors, and assigns, the conveyance by Richland County of certain land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto **[SECOND READING] [PAGES 56-91]**

17. 2007 Roadway Resurfacing Project Additive #6 *[Forwarded from the D&S Committee]***[PAGES 93-102]**

18. Adoption of the Complete Streets Goals and Objectives *[Forwarded from the D&S Committee]* **[PAGES 104-115]**

19. Conservation Easement-Clark Family Property *[Forwarded from the D&S Committee]* **[PAGES 117-129]**

20. Child Sexual Predator Program Grant-Sheriff's Department *[Forwarded from the A&F Committee]***[PAGES 131-134]**

21.

- Contract Renewal for Detention Center Fire and Security System *[Forwarded from the A&F Committee]* **[PAGES 136-137]**
22. Contract Renewal for Detention Center Food Services *[Forwarded from the A&F Committee]* **[PAGES 139-140]**
23. Contract Renewal for Detention Center HVAC System *[Forwarded from the A&F Committee]* **[PAGES 142-143]**
24. Contract Renewal for Detention Center Medical Services *[Forwarded from the A&F Committee]* **[PAGES 145-146]**
25. COP's Hiring Program Grant-Sheriff's Department *[Forwarded from the A&F Committee]* **[PAGES 148-151]**
26. An Ordinance establishing a polciy for grant administrative fees and establishing the amount of such fees *[Forwarded from the A&F Committee]* **[FIRST READING]** **[PAGES 153-154]**
27. Richland County Freedom of Information Policy *[Forwarded from the A&F Committee]* **[PAGES 156-160]**
28. Same Sex Interpersonal Violence Support Group Grant *[Forwarded from the A&F Committee]* **[PAGES 162-164]**
29. Sheriff's Vehicles Bond Ordinance *[Forwarded from the A&F Committee]***[FIRST READING]** **[PAGES 166-194]**

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

30. Community Relations Council-2 [Donna Slack Bulger, July 24, 2010*; Prentiss McLaurin, July 24, 2010*]

2. Notification Of Appointments

31. Accommodations Tax Committee-2 [One application was received from Rick Patel] **[PAGES 197-199]**
32. Appearance Commission, Landscaper/Landscape Architect-1 [No applications was received]
33. Building Codes Board of Adjustments and Appeals-1 [No applications was received]
34. Business Service Center Appeals Board-1 [No applications was received]
35. East Richland Public Service Commission-2 [Applications was received from the following: William H. Hancock; Robert D. Murphy; Yves Naar] **[PAGES 204-212]**
36. Historic Columbia Foundation-1 [No applications was received]

37. Internal Audit Committee-2 [No applications was received]
38. Midlands Workforce Development Board-6 [Reginald Abraham, Leonard Cooper, Fredrick B. Davis, Sr., Yvonne H. Manley, Rosalind Miller and Joann Richardson] [**PAGES 216-222**]
39. Richland County Public Library Board-6 [Applications was received from the following: Gail Baker Anastasion, Teresa Arnold, John David Baker, Nathaniel A. Barber, George C. Johnson, Gina Carter, Rox W. Pollard, Jr., Alethia Parr Rearden, Joseph Ladson Taylor and Ida W. Thompson] [**PAGES 224-251**]

3. Discussion From Rules And Appointments Committee

40. Bonding attorneys are to limit their presentations to asnwering the question asked and only providing the facts of a specific bond. They are not to provide support for or forecast possible future need for the item the bond is being sought. No personal opinion or interjection is to be given. [Malinowski]
41. Financial System Access for Council members

Other Items

42. A Resolution to Appoint and Commission Duste Beckroge Johnston as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [**PAGE 255**]
43. A Resolution to Appoint and Commission Bernard Quinton Epps as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [**PAGE 257**]
44. A Resolution to Appoint and Commission Kecia D. Lara, Branden L. Wade, Larry B. Kleine, and Scott A. Miller as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [**PAGE 259**]
45. Pine Lake Spillway - Emergency Procurement [**PAGES 261-262**]
46. Conservation Commission proposed bid on Fort Jackson parcels to protect Gills Creek

Citizen's Input

47. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

48. a. That Richland County enact a tree canopy ordinance and inventory to preserve and enhance the number of trees in Richland County [**MALINOWSKI**]

Adjournment



Richland County Council Request of Action

Subject

Regular Session: June 15, 2010 [PAGES 8-19]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JUNE 15, 2010 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Paul Livingston
Vice Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin Washington

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Jennifer Dowden, Larry Smith, Amelia Linder, Anna Almeida, Daniel Driggers, Sara Salley, John Hixson, Donny Phipps, Pam Davis, James Hayes, Becky Knotts, Kevin Etheridge, Micah Leddy, Rodolfo Callwood, Lillian McBride, Valeria Jackson, Jim Wilson, Michael Byrd, Paul Brawley, Andy Metts, Alfreda Tindal, Paul Alcatar, Judge Simmons, Monique Walters

CALL TO ORDER

The meeting was called to order at approximately 6:06 p.m.

INVOCATION

The Invocation was given by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

PRESENTATION OF RESOLUTIONS

Julianne “Judy” Scott, Veterans Recognition [DICKERSON] – Ms. Dickerson presented the resolution to Ms. Scott.

Recognition of Women Veterans [DICKERSON] – The recipients were not in attendance at the meeting.

POINT OF PERSONAL PRIVILEGE – Ms. Livingston recognized that Mr. Dan Neal, Ms. Susan Brill, Mr. Calvin Jackson, Mr. Mike Montgomery, Dr. Stephanie Burgess, and former Lt. Governor Bob Peeler.

APPROVAL OF MINUTES

Regular Session: June 1, 2010 – Mr. Malinowski stated the minutes should not reflect which council member(s) opposed a particular motion unless it is a voice vote.

Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the minutes as amended. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Smith requested that Loveless & Loveless vs. Richland County be added under the Report of the Attorney for Executive Session.

Mr. Malinowski moved, seconded by Ms. Dickerson, to add the Executive Session item. The vote in favor was unanimous.

Mr. Malinowski stated that p. 223 and 224 were duplicates.

Mr. Jeter moved, seconded by Ms. Dickerson, to add the approval of the June 3, 2010 Special Called Meeting minutes to the agenda as Item 17b and adopt the agenda as amended. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **Contractual Matter/Law Enforcement Services**
- b. **Columbia Venture vs. Richland County**
- c. **Loveless & Loveless vs. Richland County**
- d. **Contractual Matter/Personnel**

e. **Employee Grievances**

OUTSIDE COUNSEL/CONSULTANT EXECUTIVE SESSION

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Council went into Executive Session at approximately 6:27 p.m. and came out at approximately 6:42 p.m.
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a. **Contractual Matter/Law Enforcement Services** – No action was taken.

CITIZENS' INPUT

Ms. Blanche Goodson spoke regarding funding for the SC Gospel Fest.

REPORT OF THE COUNTY ADMINISTRATOR

Strategic Plan-First Quarter Report – Mr. Pope stated that the first quarterly report was included in the agenda packet. Mr. Randy Cherry is the project manager and can answer any questions you may have regarding the report.

Farmers' Market Update – Mr. Pope stated that the attempt by the General Assembly to override the governor's veto on the joint resolution failed.

Lower Richland Sewer Update – Mr. Pope stated that the three options previously presented to Council are still being pursued and staff will report back after the Special Called EPAC meeting.

Naco Awards – Mr. Pope stated that NACo awards were received by the following three Richland County Departments: Business Service Center (Business Rules and Online Tools Workshop), Sheriff's Department (Ready Program) and Solid Waste (Talking Trash and Recycling).

Employee Grievance – Mr. Pearce moved, seconded by Ms. Smith, to accept the Administrator's recommendation. The vote in favor was unanimous.

REPORT OF THE CLERK OF COUNCIL

Council Members Individual Budget Reports – Ms. Finch stated she had received Council members individual budget reports from finance for distribution.

James K. Mullis Family Conservation Easement Dedication – Ms. Finch stated that Council received an invitation from the Conservation Commission to the James K. Mullis Family Conservation Easement Dedication, June 17th at 10 a.m. in Blythewood.

REPORT OF THE CHAIRMAN

Contractual Matter/Personnel – This item was taken up during Executive Session.

America Speaks: Our Budget, Our Economy Presentation—Joanne Turnquist, President of Central Carolina – Ms. Joanne Turnquist made a brief presentation regarding America Speaks.

APPROVAL OF CONSENT ITEMS

- **An Ordinance authorizing the issuance and sale of not to exceed \$2,100,000 General Obligation Bonds, Series 2010B, 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. [THIRD READING]**
- **10-08MA, Bierer & Associates, Inc., Larkin Ellzey, RU to OI (2.20 Acres), 18000-02-82(p), 11142 Wilson Blvd. [THIRD READING]**
- **10-11MA, Wateree Retreat Center, Allen House, RU to PDD (43.9 Acres), 27300-07-11, 2350 Clarkson Rd. [THIRD READING]**

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

THIRD READING

An Ordinance authorizing the issuance and sale of not to exceed \$13,400,000 General Obligation Bonds, Series 2010A, 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. – Ms. Hutchinson moved, seconded by Ms. Dickerson, to amend Section 1(g)(i) to read: “funding capital projects including the expenditure of \$3,000,000 on capital projects for the Richland County Public Library.” The vote in favor was unanimous.

10-10MA, Wells Fargo f/k/a Wachovia N. A., Charles Salley, RU/OI to LI (12.6 Acres), 06013-01-01, 1600 Browning Rd. – Ms. Smith moved, seconded by Ms. Hutchinson, to approve this item as amended. A discussion took place.

The vote in favor was unanimous.

An Ordinance to levy and impose a one percent (1%) sales and use tax, subject to a referendum, within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; to define the purposes and designate the projects for which the proceeds of the tax may be used; to provide the

maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a countywide referendum on the imposition of the sales and use tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the Richland County Election Commission; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto – Ms. Dickerson moved, seconded by Ms. Smith, to approve the following amendment to Section 6 as new subsection (b): “Upon approval of Question 1 set out in Section 4 hereof, payment of the full amount for Project 2 (transit) shall be contingent upon the Central Midlands Regional Transit Authority and the City of Columbia entering into an agreement, in a form satisfactory to the County Council, regarding payment by the City of Columbia to the Central Midlands Regional Transportation Authority of amounts of cumulative net profit, if any, available to the City of Columbia from the operation of the Columbia Canal Electric Plant.” The vote in favor was unanimous.

Mr. Washington moved, seconded by Mr. Jackson, to approve the following amendment: “Any funds budgeted, but not expended, for the Shop Road extension project (\$68.9 million) shall be used for local road resurfacing projects and local road paving projects.” The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to approve this item as amended. The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Smith, to reconsider this item.

<u>For</u>	<u>Against</u>
Malinowski	Pearce
	Jackson
	Hutchinson
	Jeter
	Livingston
	Dickerson
	Manning
	Kennedy
	Washington
	Smith

The motion failed for reconsideration.

Approval of June 3, 2010 Special Called Meeting Minutes – Ms. Kennedy moved, seconded by Mr. Manning, to reconsider the portion of the minutes on p. 4 regarding the Library.

<u>For</u>	<u>Against</u>
Pearce	Malinowski
Jackson	Jeter
Hutchinson	Livingston
Dickerson	Smith
Manning	
Kennedy	
Washington	

The vote was in favor of reconsideration.

Ms. Kennedy moved, seconded by Mr. Manning, to approve \$9,817,000 for the Library. A discussion took place.

Mr. Manning called for the question, seconded by Ms. Dickerson. The vote in favor was unanimous.

The vote was unanimous to approve \$9,817,000 for the Library.

Mr. Manning moved, seconded by Mr. Washington, to approve the minutes as amended. The vote in favor was unanimous.

An Ordinance to Raise Revenue, Make Appropriations, and Adopt A Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2010 and Ending June 30, 2011

- a. **Stormwater Management: (Approve \$25,000 for the Gills Creek Watershed Association. Funding would be from the Stormwater fund balance.)** – Mr. Manning moved, seconded by Mr. Jeter, to approve \$25,000 for this item and amend the Stormwater budget by \$25,000. The vote in favor was unanimous.
- b. **Conservation Commission: (Move \$5,000 from the undesignated fund balance from Neighborhood Redevelopment. {The Neighborhood Redevelopment undesignated fund balance for 6/30/09 was \$894,180. This information can be found on page 239 of the budget book} to Conservation Commission Grant Program for Community Trails & Water Quality Education, Line 6, Decker Blvd. Business Coalition Tree Planting Project {page 233})** – Mr. Washington moved, seconded by Mr. Manning, to approve this item. The vote in favor was unanimous.
- c. **Voter Registration: (Based on MGT study, salary adjustment in the amount of \$37,741; funding source is unidentified.)** – Mr. Washington moved, seconded by Mr. Jackson, to approve \$37,741 for this item by amending the part-time account within the Voter Registration budget. A discussion took place.

<u>For</u>	<u>Against</u>
Pearce	Malinowski
Jackson	Hutchinson
Jeter	Dickerson
Livingston	
Manning	
Kennedy	
Washington	
Smith	

The vote was in favor.

- d. **Treasurer: ((Based on MGT study, salary adjustment in the amount of \$21,531; funding source is unidentified.)** – Mr. Jeter moved, seconded by Ms. Dickerson, to accept the withdrawal of this item. The vote was in favor.
- e. **JUMPS After School Program \$75,000 Reimbursement Loan (SC Department of Education 21st Century requires organization to have 3 months of funding available until grant funding comes down.) Direct administrator to return with funding options before 3rd Reading** – Mr. Washington moved, seconded by Ms. Dickerson, to table this item. The vote in favor was unanimous.
- f. **Support Services: (Reallocate \$30,000 to Facilities & Grounds—Pineview operating from F&G capital items in the amount of \$15k from radio tower removal, \$10k from floor replacement at Sheriff Substation—Powell Rd., and \$5k from refurbishing Sheriff headquarters. No effect on the General Fund budget.)** – Mr. Jeter moved, seconded by Ms. Hutchinson, to approve this item.
- Mr. Jeter withdrew his motion.
- Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.
- g. **Support Services: (Reallocate \$8,750 from Public Works Admin. Department (\$6,350 of office supplies and \$2,400 of employee training) to the same amounts and uses in the Support Services department. Based on the restructure of Public Works in the current year. No effect on the General Fund.)** – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.
- h. **Hospitality Tax: (Allocate \$19,000 of Hospitality Tax fund balance to the Columbia International Festival for an international event along the Richland County International Corridor)** – Mr. Manning moved, seconded

by Ms. Smith, to approve \$19,000 for this item. The vote in favor was unanimous.

- i. **Hospitality Tax: (Use \$1.5 million from the Hospitality Tax fund balance to purchase property at Caughman Pond for tourism purposes, recreation, historic preservation and conservation purposes including clean water preservation.)** – Mr. Jeter moved, seconded by Mr. Malinowski, to reconsider this item. The vote was in favor.

Mr. Jeter moved, seconded by Ms. Dickerson, to reserve up to \$400,000 from the Hospitality Tax fund balance to purchase property at Caughman Pond for tourism purposes pending further information from staff. A discussion took place.

The vote was in favor.

- j. **To amend Section 16 of the budget ordinance as follows: “The County Administrator is granted authority to redirect budget dollars and transfer up to \$100,000 between all departments within the same fund. This shall include the transfer of one unfunded position.”** – Mr. Jeter moved, seconded Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

- k. **Total Budget: (Approve Funding Level at \$134,958,089. No millage increase. Uses \$3,772,731 of GF Fund Balance and \$1,902,005 of cost allocation.)** – Mr. Manning moved, seconded by Ms. Hutchinson, to approve this item as amended. The vote in favor was unanimous.
- l. **Budget Ordinance: (Approve Budget Ordinance as amended.)** – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote was in favor.
- m. **Bond Ordinance: (Approve Bond Ordinance)** – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote was in favor.
- n. **All Departments: (Clinch minutes.)** – Mr. Pearce moved, seconded by Ms. Dickerson, to clinch the minutes. The vote was in favor.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce thanked all his colleagues for their diligence during the 3rd Reading of the budget.

An Ordinance amending Ordinance No. 029-07HR; so as to temporarily decrease the tap fees to be paid by users of the Broad River Regional Sewer System to three thousand (\$3,000.00) dollars and to implement a gradual increase of such

fees to four thousand (\$4,000.00) dollars – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

SECOND READING

Coroner Budget Amendment for 2009/2010 – Mr. Malinowski moved, seconded by Mr. Pearce, to table the budget amendment and approve the Administrator's recommendation.

Hopkins Community Water System Bond and Bond Anticipation Note Ordinance – Mr. Malinowski moved, seconded by Ms. Dickerson, to give Second Reading approval to this item, but to not place it on the consent agenda for Third Reading to allow for discussion. The vote in favor was unanimous.

To amend the ordinance dealing with Loitering – Mr. Washington moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

Business Service Center: Hospitality Tax Ordinance Amendments – Ms. Dickerson moved, seconded by Mr. Washington, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Eliminate the requirement of obtaining a building permit for roofing, siding, and replacement of windows and exterior doors – Mr. Washington moved, seconded by Mr. Jackson, to refer this item back to the D&S Committee. A discussion took place.

Ms. Hutchinson made a substitute motion, seconded by Ms. Kennedy, to approve this item with the amended language. A discussion took place.

Ms. Hutchinson withdrew her substitute motion.

Mr. Washington moved, seconded by Ms. Kennedy, to call for the question. The vote in favor was unanimous.

Mr. Pearce made a substitute motion, seconded by Ms. Kennedy, to table this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **I move that the Council automatically have a roll call vote unless the vote is unanimous. If the Chair declares a unanimous vote, and no member calls for division, to member will be recorded as**

dissenting from the majority. – Mr. Malinowski stated that the committee recommended tabling this item.

<u>For</u>	<u>Against</u>
Malinowski	Pearce
Jackson	Livingston
Hutchinson	Smith
Jeter	
Dickerson	
Manning	
Kennedy	
Washington	

The vote was in favor of tabling this item.

OTHER ITEMS

911 Communications Center – Mr. Jeter moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

A resolution appointing Mr. James Henry Hill, III, as a Code Enforcement Officer – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 8:29 p.m.
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- a. **Columbia Venture vs. Richland County** – No action was taken.
- b. **Loveless & Loveless vs. Richland County** – No action was taken.
- c. **Contractual Matter/Personnel** – No action taken.

MOTION PERIOD

Motion to establish an ad hoc committee to work with the City of Columbia to make a recommendation on an ordinance to restrict operating hours of establishments that serve alcohol [SMITH and MANNING] – This item was referred to the A&F Committee.

Resolution honoring JoDee Douda, Vice President for Finance, LRADAC, on the occasion of her retirement from the agency. [PEARCE] – Mr. Pearce moved, seconded by Mr. Malinowski, to adopt a resolution honoring JoDee Douda upon her retirement from LRADAC. The vote in favor was unanimous.

Richland County Council with staff assistance determine a better way of accountability for taxpayer funds provided to agencies from H-Tax, A-Tax and Discretionary funding. This should include the agencies having to provide receipts to justify the specifics of their spending. [MALINOWSKI] – This item was referred to the A&F Committee.

Bonding attorneys are to limit their presentations to answering the question asked and only providing the facts of a specific bond. They are not to provide support for or forecast possible future need for the item the bond is being sought. No personal opinion or interjection is to be given. [MALINOWSKI] – This item was referred to the Rules & Appointments Committee.

Motion to direct staff to review the floodplain ordinance to ensure that there are appropriate enforcement mechanisms to ensure compliance. [JACKSON] – This item was referred to the D&S Committee.

To recognize Mr. Jim McCauley for exemplary neighborhood community work recognized as the top of more than 800 community organizations across South Carolina by Congressman Clyburn. [JACKSON] – Mr. Jackson moved for unanimous consent to adopt a resolution honoring Mr. Jim McCauley. The vote in favor was unanimous.

To develop a policy of Richland County to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the Richland County Council adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than the current "Minority" and Women" census population data for Richland County of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs. [WASHINGTON] – This item was referred to the A&F Committee.

To allow Councilman Washington to have access to the County's accounting system [WASHINGTON] – This item was referred to the Rules & Appointments Committee.

Motion to use \$600,000.00 to pave Wade Kelly Road and Overlook Drive from the Road Maintenance Fee. [DICKERSON] – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:08 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Kit Smith

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: June 22, 2010 [PAGES 21-24]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, JUNE 22, 2010 7:00 p.m.

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

MEMBERS PRESENT:

Chair	Paul Livingston
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin E. Washington, Sr.
Absent	Damon Jeter
	Valerie Hutchinson

OTHERS PRESENT: Michielle Cannon-Finch, Anna Almeida, Amelia Linder, Brian Cook, Geo Price, Suzie Haynes, Milton Pope, Sparty Hammett, Stephany Snowden, Jennifer Dowden, Tamara King, Larry Smith, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:07 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Almeida stated that the following item: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; as to permit Dormitories in the OI Office and Institutional District and in the GC General Commercial District, with special requirements" was not taken up by the Planning Commission and therefore was not properly before Council at this time. Ms. Almeida also stated the Planning Commission's recommendation on Case #10-09MA should be: "Denied 7-2".

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

MAP AMENDMENTS

10-12MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing PDD (236 Acres), 17500-03-42, Longtown Rd.

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

10-13MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing RU (3 Acres), 09411-05-71, Blue Ridge Terrace

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

10-14MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing PDD (3 Acres), 20300-02-40, Rice Creek Farms

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

10-15MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overly to an existing PDD (7 Acres), 20300-02-34, Lee Rd.

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

10-16MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overly to an existing RM-HD (11 Acres), 17300-02-35, Farrow Rd.

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Section 26-59, Planned Development Review/Approval; so as to correct the section reference for PDD regulations.

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

NO PUBLIC HEARING

10-09MA, 1539 Horseshoe Lodging, LLC, Ernest W. Cromartie, III, GC to RM-HD (4.86 Acres), 17011-08-06, 1539 Horseshoe Dr.

Ms. Kennedy moved, seconded by Mr. Malinowski, to deny the re-zoning. A discussion took place.

Ms. Smith made a substitute motion, seconded by Ms. Dickerson, to defer this item until the July Zoning Public Hearing. The vote was in favor of deferral.

ADJOURNMENT

The meeting adjourned at approximately 7:15 p.m.

Submitted respectfully by,

Paul Livingston
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Conservation Commission proposed bid on Fort Jackson parcels to protect Gills Creek
- b. Attorney General's Opinion Re: Voter's Registration
- c. Malloy vs. Richland County

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. M-1 Zoning Update
- b. Lower Richland Sewer Update
- c. Farmers' Market Update
- d. Navistar Grant

Richland County Council Request of Action

Subject

- a. July Wrap-Up Meeting: July 27, 2010
- b. August Recess: Council Meeting Schedule
- c. Retreat: Visionary Legacy of Council

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-2, Loitering; so as to add additional language to the definition.
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-65, Definitions; Section 23-72, Inspections, Audits, and Administration; Section 23-73, Assessments and Appeals of Hospitality Tax; and Section 23-74, Violations and Penalties; so as to clarify and revise the language therein.
- c. Authorizing and providing for the creation of the Hopkins Waterworks System and for the issuance of Hopkins Waterworks System Improvement Revenue Bonds of Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the net revenues derived from the operation of the Waterworks System and pledging the revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing
- d. An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and their respective affiliates, successors, and assigns, the conveyance by Richland County of certain land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto

Richland County Council Request of Action

Subject

Business Services Center: Hospitality Tax Ordinance Amendments
[THIRD READING] [PAGES 31-36]

Notes

May 25, 2010: The committee recommended that Council give approval to three readings of the ordinance amendment as shown in the drafted amendment. The vote in favor was unanimous.

First Reading: June 1, 2010
Second Reading: June 15, 2010
Third Reading:
Public Hearing:



Richland County Business Service Center

2020 Hampton Street, Suite 1050
P.O. Box 192
Columbia, SC 29202

Phone: (803) 576-2287
Fax: (803) 576-2289
bsc@rcgov.us
<http://www.rcgov.us/bsc>

MEMORANDUM

TO: County Council Members

FROM: Pam Davis, Director of the Business Service Center

DATE: June 8, 2010

SUBJECT: Revisions to the Hospitality Tax ordinance following first reading

The Business Service Center has been preparing amendments to another ordinance for Council's consideration at a future committee meeting. As part of this preparation process, several items in the Hospitality Tax ordinance amendment were identified as appropriate to recommend Council's consideration and approval. The Hospitality Tax ordinance was given first reading approval by County Council on Tuesday, June 1, after receiving a recommendation for approval at the May 25, 2010 A&F Committee.

The proposed changes since first reading approval are described below. Some changes are minor, and one or two are significant. The revised Hospitality Tax ordinance amendment is included on the following pages below for your convenience and consideration. Recommended changes (from what was approved at first reading) are shown in red.

- 1) Minor change: Removing "and appeals" from the ordinance heading to accurately reflect the referenced code section.
- 2) Minor change: In Section 23-72, subsection (c), remove the second sentence which had been added. The subject of this sentence is addressed elsewhere in the ordinance, and this second sentence is redundant. The following subsection would then be reordered as subsection (c).
- 3) Minor change: In Section 23-73. Assessments and appeals of hospitality tax, adding "(b)" to the beginning of the second paragraph and reorder following subsections.
- 4) Minor change: In Section 23-73, adding the words " , which are based upon records provided by businesses," to the sentence, "Assessments of hospitality taxes and/or penalties, which are based upon records provided by businesses, shall be conveyed in writing to businesses." in subsection (b) for greater clarification relating to assessments.

5) Minor change: In Section 23-73(b), removing the words “including a reassessment based upon a waiver of penalties as authorized in Section 23-74 (b),” in the sentence, “The license official shall establish a procedure for hearing an application for a reassessment, including a reassessment based upon a waiver of penalties as authorized in Section 23-74 (b), and for issuing a notice of final assessment.” This language is added in a new subsection (d).

6) Significant change: In Section 23-73, add a subsection “(d)” to read as follows:

(d) Requests for waivers of penalties, as described in Sec. 23-82 (b), shall be submitted to the Business Service Center Director simultaneously with corroborating documentation relating to the validity of the appeal within five (5) business days of receipt of a tax assessment . The Director shall determine if the provided documentation confirms the circumstances permitting a waiver of penalties as described in the aforementioned section. A decision shall be provided in writing within five (5) business days of the receipt of the request. Businesses wishing to appeal the decision of the Business Service Center Director may appeal to the Richland County Council within five (5) business days of receipt of the Director’s decision.

This paragraph establishes the process for requesting waivers of penalties.

7) Minor change: In Section 23-74(b), remove the words “but in any case not to exceed six months” in the sentence, “Penalties shall not be waived, except if the following circumstances of reasonable cause are proven by the person, but in any case not to exceed six months:” and rewrite the sentence to read as follows, for greater clarification: “Penalties shall not be waived, except if the following circumstances of reasonable cause are proven by the person. No more than six months of penalties shall be waived.”

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SECTION 23-65, DEFINITIONS; SECTION 23-72, INSPECTIONS, AUDITS, AND ADMINISTRATION; SECTION 23-73, ASSESSMENTS ~~AND APPEALS~~ OF HOSPITALITY TAX; AND SECTION 23-74, VIOLATIONS AND PENALTIES; SO AS TO CLARIFY AND REVISE THE LANGUAGE THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-65, Definitions; is hereby amended to read as follows:

Section 23-65. Definitions.

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

Local Hospitality Tax means a tax on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine, within the incorporated municipalities and the unincorporated areas of the county.

Person means any individual, firm, partnership, LLP, LLC, cooperative, nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

Prepared Meals and Beverages means the products sold ready for consumption either on or off premises in businesses classified as eating and drinking places under the Standard Industrial Code Classification Manual and including lunch counters and restaurant stands; restaurants, lunch counters, and drinking places operated as a subordinate facility by other establishments; and bars and restaurants owned by and operated for members of civic, social, and fraternal associations.

Richland County means the county and all of the unincorporated areas within the geographical boundaries of the county and all of the incorporated municipalities of the county.

SECTION II. The Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-72, Inspections, audits, and administration; is hereby amended to read as follows:

Section 23-72. Inspections, audits, and administration.

(a) For the purpose of enforcing the provisions of this article, the County Administrator or other authorized agent of the county is empowered to enter upon the premises of any person subject to this article and to make inspections, examine, and audit books and records.

(b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours' written notice. In the event that an audit reveals that the remitter has filed false information, the costs of the audit shall be added to the correct amount of tax determined to be due.

~~(c) All operational and administrative costs associated with the billing and collection of the local hospitality tax will be charged to the "Richland County Local Hospitality Tax Special Revenue Fund."~~ Revenues of the hospitality tax shall be used in accordance with Section 6-1-730 of the South Carolina Code of Laws, including police, fire protection, emergency medical services, and emergency preparedness operations, as provided for therein.

(~~dc~~) The county administrator or other authorized agent of the county may make systematic inspections of all service providers that are governed by this article. Records of inspections shall not be deemed public records.

SECTION III. The Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-73, Assessments of hospitality tax; is hereby amended to read as follows:

Section 23-73. Assessments and appeals of hospitality tax.

(a) When a person fails to pay or accurately pay their hospitality taxes or to furnish the information required by this Article or by the Business Service Center, a license official of the Business Service Center shall proceed to examine such records of the business or any other available records as may be appropriate and to conduct such investigations and statistical surveys as the license official may deem appropriate to assess a hospitality tax and penalties, as provided herein.

~~(b) A notice of such tax assessment shall be served by certified mail.~~ Assessments of hospitality taxes and/or penalties, which are based upon records provided by businesses, shall be conveyed in writing to businesses. If a business fails to provide records as required by this Article or by the Business Service Center, the tax assessment shall be served by certified mail. Within five (5) business days after ~~the notice a tax assessment~~ is mailed or otherwise conveyed in writing, any person who desires to have

the assessment adjusted must make application to the Business Service Center for reassessment. The license official shall establish a procedure for hearing an application for a reassessment, ~~including a reassessment based upon a waiver of penalties as authorized in Section 23-74 (b),~~ and for issuing a notice of final assessment.

~~(d)~~ (e) A final assessment may be appealed to the ~~Business Service Center Appeals Board, as described in Section 16-8 of this Code of Ordinances~~ County Council, provided that an application for reassessment was submitted within the allotted time period of five business days. However, if no application for reassessment is submitted within the allotted time period, the assessment shall become final.

~~(e) Requests for waivers of penalties, as described in Sec. 23-74 (b), shall be submitted to the Business Service Center Director simultaneously with corroborating documentation relating to the validity of the appeal within five (5) business days of receipt of a tax assessment. The Director shall determine if the provided documentation confirms the circumstances permitting a waiver of penalties as described in the aforementioned section. A decision shall be provided in writing within five (5) business days of the receipt of the request. Businesses wishing to appeal the decision of the Business Service Center Director may appeal to the Richland County Council within five (5) business days of receipt of the Director's decision.~~

SECTION IV. The Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-74, Violations and penalties; Subsection (b); is hereby amended to read as follows:

(b) The penalty for violation of this Article shall be five percent (5%) per month, charged on the original amount of the Local Hospitality Tax due. Penalties shall not be waived, ~~except if the following circumstances of reasonable cause are proven by the person. but in any case not to exceed six months: No more than six months of penalties shall be waived.~~

(1) An unexpected and unavoidable absence of the person from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the hospitality tax.

(2) A delay caused by death or serious, incapacitating illness of the person, the person's immediate family, or the person's accountant or other third party professional charged with determining the hospitality tax owed. In the case of a corporation or other business entity, the death or serious, incapacitating illness must have been an individual having primary authority to pay the hospitality tax.

(3) The hospitality tax was documented as paid on time, but inadvertently paid to another taxing entity.

(4) The delinquency was caused by the unavailability of necessary records

directly relating to calculation of hospitality taxes, over which the person had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of hospitality tax penalties.

(5) The delinquency was the result of clear error on the part of the Business Service Center or Treasurer's Office staff in processing or posting receipt of the person's payment(s).

(6) Delay or failure caused by good faith reliance on erroneous guidance provided by the Business Service Center or Treasurer's Office staff, so long as complete and accurate information was given to either of these offices, no change in the law occurred, and the person produces written documentation.

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

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

SECTION VII. Effective Date. All sections of this ordinance shall be effective on and after July 6, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

First Reading: June 1, 2010
Second Reading: June 15, 2010 (tentative)
Public Hearing: July 6, 2010 (tentative)
Third Reading: July 6, 2010 (tentative)

Richland County Council Request of Action

Subject

To amend the ordinance dealing with Loitering [**THIRD READING**] [**PAGES 38-41**]

Notes

May 25, 2010: The committee recommended that Council approve the ordinance as amended to include as part of one of the included definitions of loitering the words "and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use." The vote in favor was unanimous.

First Reading: June 1, 2010
Second Reading: June 15, 2010
Third Reading:
Public Hearing:

Richland County Council Request for Action

Subject: To amend the ordinance dealing with Loitering

A. Purpose

This request is, per Mr. Malinowski's motion, to amend Section 18-2 of the Richland County Code of Ordinances, so as to add language dealing with loitering.

B. Background / Discussion

During the Motion Period of the April 6, 2010, County Council meeting, Mr. Malinowski made a motion to amend Section 18-2 of the Richland County Code of Ordinances, so as to add language dealing with loitering. The motion was to include as part of one of the included definitions of loitering the words "and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use."

C. Financial Impact

No known financial impact.

D. Alternatives

1. Adopt an ordinance amending section 18-2.
2. Do not adopt the ordinance.

E. Recommendation

Council Discretion.

Recommended by: Elizabeth A. McLean Department: Legal Date: 4/14/10

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 4/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated this is a policy decision for Council with no known financial impact

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval: This is a policy decision within the discretion of Council. However, since enforcement of the ordinance is within the purview of the Sheriff's Dept. Council may want to seek their input.

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: J. Milton Pope

Date: 4-14-10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion...however I forwarded the motion to the Sheriff and he did not have any objections to the motion.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY**

ORDINANCE NO. _____-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-2, LOITERING; SO AS TO ADD ADDITIONAL LANGUAGE TO THE DEFINITION.

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-2 (a); is hereby amended to read as follows:

Sec. 18-2. Loitering.

(a) *Definitions.* As used in this section, "loitering" shall mean remaining idle in essentially one (1) location, spending time idly, loafing or walking around aimlessly in a public place in such manner as to:

- (1) Create or cause to be created any disturbance or annoyance to the comfort and repose of any person;
- (2) Create or cause to be created a danger of a breach of the peace;
- (3) Obstruct or hinder the free passage of vehicles or pedestrians;
- (4) Obstruct or interfere with any person lawfully in any public place;
- (5) Engage in begging;
- (6) Engage in gambling;
- (7) Engage in prostitution;
- (8) Solicit or engage in any business, trade or commercial transaction unless specifically authorized or licensed to do so;
- (9) Unlawfully use or possess an unlawful drug and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use;
- (10) Unlawfully use or possess alcoholic beverages, beer or wine.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

10-12MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (236 Acres)\
17500-03-42
Longtown Rd. **[SECOND READING] [PAGE 43]**

Notes

First Reading: June 22, 2010
Second Reading:
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED PDD (PLANNED DEVELOPMENT DISTRICT) AND FURTHER DESCRIBED AS TMS # 17500-03-42; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned PDD (Planned Development District) and further described as TMS # 17500-03-42.

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-13MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RU (3 Acres)
09411-05-71
Blue Ridge Terrace **[SECOND READING] [PAGE 45]**

Notes

First Reading: June 22, 2010
Second Reading:
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED RU (RURAL DISTRICT) AND FURTHER DESCRIBED AS TMS # 09411-05-71; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned RU (Rural District) and further described as TMS # 09411-05-71.

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-14MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (3 Acres)
20300-02-40
Rice Creek Farms [**SECOND READING**] [**PAGE 47**]

Notes

First Reading: June 22, 2010
Second Reading:
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED PDD (PLANNED DEVELOPMENT DISTRICT) AND FURTHER DESCRIBED AS TMS # 20300-02-40; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned PDD (Planned Development District) and further described as TMS # 20300-02-40.

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-15MA
Richland County Conservation Commission
Apply Conservation Overlay to an existing PDD (7 Acres)
20300-02-34
Lee Rd. [**SECOND READING**] [**PAGE 49**]

Notes

First Reading: June 22, 2010
Second Reading:
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED PDD (PLANNED DEVELOPMENT DISTRICT) AND FURTHER DESCRIBED AS TMS # 20300-02-34; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned PDD (Planned Development District) and further described as TMS # 20300-02-34.

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-16MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RM-HD (11 Acres)
17300-02-35
Farrow Rd. **[SECOND READING] [PAGE 51]**

Notes

First Reading: June 22, 2010
Second Reading:
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) AND FURTHER DESCRIBED AS TMS # 17300-02-35; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned RM-HD (Residential, Multi-Family – High Density District) and further described as TMS # 17300-02-35.

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Section 26-59, Planned Development Review/Approval; so as to correct the section reference for PDD Regulations [**SECOND READING**] [**PAGES 53-54**]

Notes

First Reading: June 22, 2010

Second Reading:

Third Reading:

Public Hearing: June 22, 2010

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-59, PLANNED DEVELOPMENT REVIEW/APPROVAL; SUBSECTION (F), FORMAL REVIEW; PARAGRAPH (2), ACTION BY THE COUNTY COUNCIL; SUBPARAGRAPH B. APPROVAL; SO AS TO CORRECT THE SECTION REFERENCE FOR PDD REGULATIONS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-59, Planned Development Review/Approval; Subsection (f), Formal Review; Paragraph (2), Action by the County Council; Subparagraph b. Approval; is hereby amended to read as follows:

- b. *Approval.* After conducting the public hearing, the county council may:
 - 1. Approve the application to and amend the zoning map; or
 - 2. Continue the matter for additional consideration; or
 - 3. Deny the application.

The regulations for PDD Districts (Section ~~26-99~~ 26-102 of this chapter) are minimum requirements and the county council may impose conditions and safeguards in excess of, or in addition to, the specific requirements set forth therein. Ability to meet the minimum requirements does not per se create an indication that an applicant should be entitled to a map amendment and PDD approval.

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

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

SECTION IV. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

DRAFT

Attest this the ____ day of
_____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and their respective affiliates, successors, and assigns, the conveyance by Richland County of certain land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto **[SECOND READING] [PAGES 56-91]**

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

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY"), NAVISTAR, INC. ("NAVISTAR"), AND PURE POWER TECHNOLOGIES, LLC ("PPT"), TO PROVIDE FOR, IN PART, SPECIAL SOURCE REVENUE CREDITS TO NAVISTAR, PPT, AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS, AND ASSIGNS, THE CONVEYANCE BY RICHLAND COUNTY OF CERTAIN LAND AND REAL PROPERTY IMPROVEMENTS, AND THE INCLUSION AND MAINTENANCE OF CERTAIN PROPERTY IN A JOINT COUNTY INDUSTRIAL OR BUSINESS PARK; AND (2) OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Park") in order to afford certain enhanced income tax credits to certain investors and to facilitate the grant of such special source revenue credits; and

WHEREAS, Navistar, Inc., a Delaware corporation ("Navistar"), has made a significant investment in the County through the establishment of certain manufacturing and research and development facilities (collectively, the "Project") including, without limitation, by its purchase of certain membership interests and assets from Continental Automotive Systems US, Inc., a Delaware corporation ("CAS"), including, among other things, (i) all of the membership interests of Continental Diesel Systems US, LLC, a Delaware limited liability company ("CDS"), which has since been renamed Pure Power Technologies, LLC ("PPT"), and (ii) real and personal property comprising a portion of facilities located at 1410 Northpoint Boulevard, Blythewood, South Carolina (the "Production Facility") and personal property comprising a portion of facilities located at 121 Research Drive, Columbia, South Carolina (the "R&D Facility"); and

WHEREAS, a portion of investment in the Project consists of investment in certain real property, including, among other things, land, buildings and other improvements to land, and certain personal property including, among other things, furniture, fixtures, machinery and equipment that were previously subject to that certain Lease Agreement dated December 30, 1999 between the County and Siemens Diesel Systems Technology, LLC (predecessor of CDS), as amended by that certain Amendment to Lease dated June 4, 2004, and terminated as of October 15, 2009 pursuant to that certain Settlement Agreement effective as of July 29, 2009 among the County, CAS, CDS, and Richland County Development Corporation (such property collectively referred to herein as the "Existing Blythewood Property"); and

WHEREAS, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution, the County and Fairfield County, South Carolina (“Fairfield County”) have established a Park (the “Richland-Fairfield Park”) by entering into that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended or supplemented from time to time (the “Richland-Fairfield Park Agreement”); and

WHEREAS, the Production Facility, including, without limitation, the Existing Blythewood Property, is presently located on land more fully described on the **Exhibit A** attached hereto and made a part hereof (the “Production Facility Land”); and

WHEREAS, the County and Fairfield County have previously amended the Richland-Fairfield Park Agreement to expand the boundaries of the Richland-Fairfield Park to include therein the Production Facility Land and the real and personal property located thereon, including, without limitation, the Existing Blythewood Property, and the County has agreed to maintain such property within the boundaries of the Richland-Fairfield Park (or a replacement or successor Park) in order to facilitate the Special Source Revenue Credits (as defined below); and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Richland-Fairfield Park (or any other Park) is exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable with respect to such real and personal property but for the location of the such real and personal property within such Park (each, a “Richland Fee Payment”); and

WHEREAS, the County has agreed to provide special source revenue credits against each Richland Fee Payment made by Navistar, PPT, and their Affiliates, successors, and assigns (collectively, the “Company”) as further detailed in the Agreement (as defined below), with respect to the Existing Blythewood Property in an amount sufficient to reduce each such Richland Fee Payment so that the resulting net Richland Fee Payment equals the amount of such payment if calculated using an assessment ratio of 6% and a locked millage rate equal to the millage rate in effect for the Production Facility as of October 29, 2009, [460.8] mills, for a period of twenty (20) years beginning with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2011 and terminating with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2030 (the “Special Source Revenue Credits”); and

WHEREAS, the County has agreed to convey, or cause to be conveyed, by Title to Real Estate Limited Warranty Deed to PPT marketable, insurable (at standard title insurance rates), fee simple title to the land on which the R&D Facility is presently located, and more fully described on the **Exhibit B** attached hereto and made a part hereof (the “R&D Facility Land”), together with and including all improvements, buildings, rights, members, easements, appurtenances and hereditaments belonging or in anywise incident or appertaining to the R&D Facility Land; and

WHEREAS, the terms of each of these incentives and conveyances are more fully described in the Infrastructure Credit and Incentive Agreement, on the **Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

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

Section 1. The provisions, terms, and conditions of the Agreement presented to this meeting and filed with the Clerk to Council, including, without limitation, the terms of each of the incentives and conveyances set forth above, which are more fully described in the Agreement, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chair of County Council, or the Vice Chair of County Council in the event the Chair is absent, is hereby authorized, empowered, and directed to execute the Agreement in the name and on behalf of the County; the Clerk to County Council is hereby authorized and directed to attest the same; and the Chair of County Council, or the Vice Chair of County Council in the event the Chair is absent, is further authorized, empowered, and directed to deliver the Agreement to the Company.

Section 2. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as may be recommended by counsel for the County and as shall be approved by the official or officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Agreement now before this meeting.

Section 3. The Chair of County Council, or the Vice Chair of County Council in the event the Chair is absent, and the County Administrator, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 5. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall be effective after third and final reading.

Enacted this ____ day of July, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman, County Council
Richland County, South Carolina

[SEAL]

Attest:

By: _____
Michielle Cannon Finch, Clerk to Council
Richland County, South Carolina

First Reading: December 15, 2009
Second Reading: July 6, 2010
Public Hearing: July 6, 2010
Third Reading: _____, 2010

EXHIBIT A

PRODUCTION FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar at the Point of Beginning (POB-B), this #4 Rebar being a common corner of Parcel "B" and a parcel of property now or formerly of Keller Properties, Inc.; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S 30°42'38" E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road; thence proceeding along Parcel "A" the following courses: a curve to the left having a radius of 50.00 feet; an arc length of 77.93 feet; a chord bearing of N76°38'30"W and a chord length 70.28 feet to a #4 Rebar; thence proceeding S58°42'22"W for a distance of 146.06 feet to a #4 Rebar; thence proceeding along an arc of a curve to the right having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of S73°14'46"W and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N89°18'32"W for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 460.00 feet, an arc length of 86.99 feet, a chord bearing of S77°04'31"W a chord length of 170.96 feet to a #4 Rebar; thence proceeding S66°21'58"W for a distance of 103.97 feet to a #4 Rebar; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W for a distance of 82.78 feet to a #4 Rebar; thence proceeding along reserved property and property now or formerly of Coca-Cola Bottling Company N66°21'53"E for a distance of 756.99 feet to a 2 1/2" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. S55°36'41"E for a distance of 163.06 feet to a 2" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. N23°26'37"E for a distance of 209.45 feet to a #4 Rebar and Point of Beginning (POB-B), said parcel contains an area of 3.88 acres, more or less.

TOGETHER WITH

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S30 42'38"E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road, the Point of Beginning (POB-A); from said point of beginning, thence along the western margin of the right-of-way of Community Road the following courses to the creek; proceeding along a curve to the left having a radius of 6056.40 feet, a chord bearing and distance of S32°45'25"E, 162.27 feet, an arc length of 162.28 feet to a concrete monument; thence proceeding S33°02'31"E, 10.08 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 5729.58 feet, a chord bearing and distance of S32°09'35"E, 258.44 feet, an arc length of 258.47 feet to a concrete monument; thence proceeding S31°05'41"E, 459.05 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 883.73 feet, a chord bearing and distance of S14°05'35"E, 516.67 feet, an

arc length of 524.32 feet to a concrete monument; thence proceeding S02°54'14"W, 301.76 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the left having a radius of 965.22 feet, a chord bearing and distance of S05°48'06"E, 302.00 feet, an arc length of 303.25 feet to a concrete monument; thence proceeding S03°54'31"E, 162.57 feet to a concrete monument; thence proceeding S24°45'08"E, 45.78 feet to a point in the center of the creek; thence following the creek centerline S54°53'30"W, 92.85 feet to a point; thence following the creek centerline S80°29'27"W, 42.27 feet to a point; thence following the creek centerline S77°11'27"W, 45.78 feet to a point; thence following the creek centerline S85°05'49"W, 34.67 feet to a point; thence following the creek centerline S35°45'15"W, 37.68 feet to a point; thence following the creek centerline N. 79°22'15"W, 23.49 feet to a point; thence following the creek centerline S56°18'52"W, 58.20 feet to a point; thence following the creek centerline S81°54'49"W, 47.17 feet to a point; thence following the creek centerline S84°56'19"W, 26.03 feet to a point; thence following the creek centerline S79°16'52"W, 33.49 feet to a point; thence following the creek centerline N76°36'20"W, 39.05 feet to a point; thence following the creek centerline N75°36'20"W, 23.30 feet to a point; thence following the creek centerline S22°45'02"W, 36.32 feet to a point; thence following the creek centerline N80°20'08"W, 23.26 feet to a point; thence following the creek centerline N01°08'00"E, 20.82 feet to a point; thence following the creek centerline N52°59'26"W, 44.15 feet to a point; thence following the creek centerline N23°36'16"W, 39.49 feet to a point; thence following creek centerline N55°36'57"W, 48.22 feet to a point; thence following the creek centerline S71°31'34"W, 38.67 feet to a point; thence following the creek centerline S19°14'48"E, 19.57 feet to a point; thence following the creek centerline S50°35'39"W, 30.67 feet to a point; thence following the creek centerline N30°28'21"W, 16.24 feet to a point; thence following the creek centerline N36°29'39"W, 33.63 feet to a point; thence following the creek centerline N76°19'46"W, 49.29 feet to a point; thence following the creek centerline S73°49'21"W 22.68 feet to a point; thence following the creek centerline S03°18'27"W, 37.42 feet to a point; thence following the creek centerline N77°39'36"W, 41.24 feet to a point; thence following the creek centerline N77°33'40"W, 41.48 feet to a point; thence following the creek centerline N27°56'03"W, 33.98 feet to a point; thence following the creek centerline N60°27'23"W, 33.10 feet to a point; thence following the creek centerline S32°16'34"W, 24.52 feet to a point; thence following the creek centerline S89°16'56"W, 15.72 feet to a point; thence following the creek centerline N45°13'18"W, 38.26 feet to a point; thence following the creek centerline N26°17'46"E, 25.62 feet to a point; thence following the creek centerline N09°35'24"W, 25.42 feet to a point; ;thence following the creek centerline N84°41'36"W 15.32 feet to a point; thence following the creek centerline N07°53'25"E, 41.75 feet to a point; thence following the creek centerline N32°48'04"W, 25.64 feet to a point; thence following the creek centerline N71°09'43"W, 43.35 feet to a point; thence following the creek centerline N10°59'52"W, 28.18 feet to a point; thence following the creek centerline N64°22'23"W, 21.10 feet to a point; thence following the creek centerline S61°33'26"W, 20.51 feet to a point, thence following the creek centerline N67°57'58"W, 19.33 feet to a point; thence following the creek centerline S87°51'09"W, 26.09 feet to a point; thence following the creek centerline S44°17'45"W, 42.36 feet to a point; thence following the creek centerline S85°30'34"W, 17.61 feet to a point; thence following the creek centerline N55°25'28"W, 25.30 feet to a point; thence following the creek centerline N09°20'09"W; 25.33 feet to a point; thence following the creek centerline N59°58'35"W, 51.28 feet to a point; thence following the creek centerline N29°43'27"W, 42.86 feet to a point; thence following the creek centerline N48°39'23"W, 60.79 feet to a point; thence following the creek centerline S78°10'45"W, 18.08 feet to a point; thence following the creek centerline N50°00'43"W, 29.92 feet to a point; thence following the creek centerline N10°37'24"W, 25.73 feet to a point; thence following the creek centerline N35°41'36"W, 25.40 feet to a point; thence following the creek centerline S78°12'03"W, 33.67 feet to a point; thence following the creek centerline N47°42'19"W, 23.71 feet to a point; thence following the creek centerline N51°00'09"W, 43.98 feet to a point; thence following the creek centerline N79°33'04"W, 43.89 feet to a point; thence following the creek centerline S36°46'14"W, 24.19 feet to a point; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W, 1,493.05 feet to a #4 Rebar; thence along Parcel "B" the following courses: N66°21'58"E, for a distance of 103.97 feet to a #4 Rebar; thence

proceeding along an arc of a curve to the right having a radius of 460.00 feet; an arc length of 86.99 feet, a chord bearing of N77°04'31"E a chord length of 170.96 feet to a #4 Rebar; thence proceeding S89°18'32"E for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of N73°14'46"E and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N58°42'22"E for a distance of 146.06 feet to a #4 Rebar; thence proceeding along a curve to the right having a radius of 50.00 feet, an arc length of 77.93 feet, a chord bearing of S76°38'30"E and a chord length of 70.28 feet to a #4 Rebar at the Point of Beginning (POB-A). Said parcel contains an area of 61.09 acres, more or less.

LESS HOWEVER: All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as 1.46 acres on that certain survey title "Closing Survey for South Carolina Electric and Gas Company, Northpoint Industrial Park, 115/23kV Substation" prepared by Glenn Associates Surveying, Inc. dated August 9, 2006, and recorded in Book 1245, page 2240 in the Office of the Register of Deeds for Richland County, South Carolina, on October 27, 2006; said tract having such boundaries and measurements as shown on the Closing survey.

EXHIBIT B

R&D FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

EXHIBIT C

Infrastructure Credit and Incentive Agreement

INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT

by and among

RICHLAND COUNTY, SOUTH CAROLINA

and

NAVISTAR, INC.

and

PURE POWER TECHNOLOGIES, LLC

Dated as of July 1, 2010

NPCOL1:1857075.7-AGR-(TVC) 045392-00001

Item# 16

Attachment number 2
Page 1 of 27

INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT

This INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT, dated as of July 1, 2010 (as the same may be amended, modified or supplemented in accordance with the terms hereof, the “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the “County”), NAVISTAR, INC., a Delaware corporation (“Navistar”), and PURE POWER TECHNOLOGIES, LLC, a Delaware limited liability company (“PPT”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to afford certain enhanced income tax credits to certain investors and to facilitate the grant of such special source revenue credits; and

WHEREAS, Navistar has made a significant investment in the County through the establishment of certain manufacturing and research and development facilities (collectively, the “Project”), including, without limitation, by its purchase of certain membership interests and assets from Continental Automotive Systems US, Inc., a Delaware corporation (“CAS”), including, among other things, (i) all of the membership interests of Continental Diesel Systems US, LLC, a Delaware limited liability company (“CDS”), which has since been renamed Pure Power Technologies, LLC, and (ii) real and personal property comprising a portion of facilities located at 1410 Northpoint Boulevard, Blythewood, South Carolina (the “Production Facility”) and personal property comprising a portion of facilities located at 121 Research Drive, Columbia, South Carolina (the “R&D Facility”)(the Production Facility and the R&D Facility, collectively referred to herein as, the “Facilities”); and

WHEREAS, a portion of investment in the Project consists of investment in certain real property, including, among other things, land, buildings and other improvements to land, and certain personal property including, among other things, furniture, fixtures, machinery and equipment, that were previously subject to that certain Lease Agreement dated December 30, 1999 between the County and Siemens Diesel Systems Technology, LLC (predecessor of CDS), as amended by that certain Amendment to Lease dated June 4, 2004, and terminated as of October 15, 2009 pursuant to that certain Settlement Agreement effective as of July 29, 2009 among the County, CAS, CDS, and Richland County Development Corporation (such property collectively referred to herein as the “Existing Blythewood Property”); and

WHEREAS, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution, the County and Fairfield County, South Carolina (“Fairfield County”) have established a Park (the “Richland-Fairfield Park”) by entering into that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended or supplemented from time to

time (the “Richland-Fairfield Park Agreement”); and

WHEREAS, the Production Facility, including, without limitation, the Existing Blythewood Property, is presently located on land more fully described on the attached **Exhibit A** attached hereto and made a part hereof (the “Production Facility Land”); and

WHEREAS, the County and Fairfield County have previously amended the Richland-Fairfield Park Agreement to expand the boundaries of the Richland-Fairfield Park to include therein the Production Facility Land and the real and personal property located thereon, including, without limitation, the Existing Blythewood Property, and the County has agreed to maintain such property within the boundaries of the Richland-Fairfield Park (or a replacement or successor Park) in order to facilitate the Special Source Revenue Credits (as defined below); and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Richland-Fairfield Park (or any other Park) is exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “Richland Fee Payment”); and

WHEREAS, the County has agreed to provide special source revenue credits against each Richland Fee Payment made by Navistar, PPT, and their Affiliates (as defined below), successors, and assigns (in each case, to the extent the County is notified of same as set forth below), with respect to the Existing Blythewood Property in an amount sufficient to reduce each such Richland Fee Payment so that the resulting net Richland Fee Payment equals the amount of such payment if calculated using an assessment ratio of 6% and a locked millage rate equal to the millage rate in effect for the Production Facility as of October 29, 2009, **[460.8]** mills, for a period of twenty (20) years beginning with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2011 and terminating with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2030 (the “Special Source Revenue Credits”); and

WHEREAS, the County has agreed to convey, or cause to be conveyed, by Title to Real Estate Limited Warranty Deed to PPT marketable, insurable (at standard title insurance rates), fee simple title to the land on which the R&D Facility is presently located, and more fully described on the attached **Exhibit B** attached hereto and made a part hereof (the “R&D Facility Land”), together with and including all improvements, buildings, rights, members, easements, appurtenances and hereditaments belonging or in anywise incident or appertaining to the R&D Facility Land (such improvements, buildings, rights, members, easements, appurtenances and hereditaments and the R&D Facility Land, collectively referred to herein as the “R&D Facility Real Property”); and.

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. ____ enacted by the County Council on July 6, 2010 (the “Ordinance”).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ADDITIONAL DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of Navistar or PPT or which is owned in whole or in part by Navistar or PPT or by any partner, shareholder or owner of Navistar or PPT, if its identity has been provided in writing to the County.

"Cost" or *"Cost of the Infrastructure"* means all the costs of designing, acquiring, constructing, improving, or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, without limitation, : (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

"Infrastructure" means, to the extent paid for by Navistar, PPT, or an Affiliate, whether prior to or after the date of this Agreement, any infrastructure serving the County or the Project, any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements and any personal property, including, without limitation, machinery and equipment, to the extent now or hereafter permitted by law, used in the operation of a manufacturing or commercial enterprise, in order to enhance the economic development of the County, including, without limitation, the infrastructure of Navistar, PPT, or an Affiliate, the Production Facility Land, the buildings, fixtures and other real property improvements located on the Production Facility Land or on the R&D Facility Land, and any additions or improvements to any of the foregoing, all as defined and permitted under the Act.

"Navistar" shall mean Navistar, Inc., a Delaware corporation, and its successors and assigns.

"Park Agreement" shall mean the Richland-Fairfield Park Agreement, as amended, supplemented, replaced, or succeeded from time to time.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a

government or an agency or a political subdivision thereof.

“PPT” shall mean Pure Power Technologies, LLC, a Delaware limited liability company, and its successors and assigns.

“Richland Fee Payment” shall have the meaning ascribed thereto in the recitals of this Agreement.

“Richland Park” shall mean the Park established pursuant to the terms of the Park Agreement, and any Park which includes the Existing Blythewood Property, the Production Facility Land, and the real and personal property located on the Production Facility Land, and which is designated by the County as such pursuant to any Park Agreement which replaces or succeeds the Richland-Fairfield Park Agreement.

“R&D Facility Real Property” shall have the meaning ascribed thereto in the recitals of this Agreement.

“Special Source Revenue Credits” shall mean the special source revenue credits granted by the County described in Section 3.03 hereof.

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

ARTICLE II

REPRESENTATIONS

SECTION 2.01. Representations by the County. The County makes the following representations:

- (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, execute, deliver, and carry out its obligations under, this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state and local law;
- (d) The County enters into this Agreement for the purpose of promoting the economic development of the County; and
- (e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the best of the County’s knowledge, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

SECTION 2.02. Representations by Navistar and PPT. Navistar and PPT, respectively, make the following representations:

(a) Navistar is a corporation duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver this Agreement;

(b) PPT is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver this Agreement; and

(c) No actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting Navistar or PPT in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(d) The Special Source Revenue Credits provided by the County and the conveyance by the County to PPT of fee simple title to the R&D Facility Real Property in the manner set forth in this Agreement have been instrumental in inducing Navistar to invest in, or cause investment in, the Project in the County.

(e) As of July 1, 2010, PPT and/or Navistar intend to utilize or operate the R&D Facility Real Property.

SECTION 2.03. Covenants by the County. The County has included and will maintain the Existing Blythewood Property, the Production Facility Land, and the real and personal property located on the Production Facility Land within the boundaries of the Richland-Fairfield Park or other Richland Park in order to facilitate the Special Source Credits described herein.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. Navistar agrees to pay, or cause to be paid, all Costs of the Infrastructure.

SECTION 3.02. [Reserved].

SECTION 3.03. Special Source Revenue Credits.

(a) To defray the Costs of Infrastructure, the County agrees to provide Special Source Revenue Credits against each Richland Fee Payment made by Navistar, PPT, or an Affiliate (but only in the event such Affiliate is identified in writing to the County) with respect to the Existing Blythewood Property in an amount sufficient to reduce each such Richland Fee Payment so that the resulting net Richland Fee Payment equals the amount of such payment if calculated using an assessment ratio of 6% and a locked millage rate equal to the millage rate in effect for the Production Facility as of October 29, 2009, [460.8] mills, for a period of twenty (20) years beginning with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2011 and terminating with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2030. In order to claim its annual Special Source Credit against each Richland Fee Payment, the claiming party must, no later

than **[August 31]** of each year, beginning with **[August 31]**, 2010, submit a “Special Source Revenue Credit Certification” in the form of **Exhibit D** attached hereto and made a part hereof (“Annual SSRC Certification”) pursuant to the instructions provided therein. If the Annual SSRC Certification is timely submitted as provided herein and the conditions set forth in Exhibit D have been met, the Special Source Revenue Credits shall be reflected on each notice of Richland Fee Payment due sent to Navistar, PPT, and other applicable Affiliate by the County Auditor, by reducing such Richland Fee Payment due by the amount set forth herein.

(b) If subsection 3.03(a), or the granting of the Special Source Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide Navistar, PPT, and any other applicable Affiliate, with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits provided under this Agreement. The responsibility for the preparation of documents or modification of this Agreement in connection with such incentive and the applicable and reasonable costs thereof (including any applicable and reasonable legal fees incurred by the County) shall be borne solely by Navistar, PPT, and any other applicable Affiliate.

(c) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY TO BE CLAIMED BY THE COMPANY SOLELY FROM THE RICHLAND FEE PAYMENTS RECEIVED BY THE COUNTY FROM NAVISTAR, PPT, OR OTHER APPLICABLE AFFILIATE, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY 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 A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Richland Fee Payments received from Navistar, PPT, or other applicable Affiliate. The County shall not be required to provide the Special Source Revenue Credits except with respect to the Richland Fee Payments received from Navistar, PPT, or other applicable Affiliate.

ARTICLE IV

TRANSFERS OF THE PROJECT

SECTION 4.01. Transfers of the Project. The County acknowledges and agrees that Navistar, PPT, and applicable Affiliates each may from time to time and in accordance with applicable law and without the consent of the County, sell, transfer, lease, convey, or grant its respective interest in all or any portion of the Project, including, without limitation, the Existing Blythewood Property and the R&D Facility Real Property, to any other individual or entity. The County shall receive reasonable written notice of any such transfer, lease, conveyance or grant. Once such notice is received, and subject to Section 7.01 hereof, the County agrees that the sale, transfer, lease, conveyance or grant shall not relieve

the County of the County's obligation to provide Special Source Revenue Credits to Navistar, PPT, or applicable Affiliates under this Agreement.

ARTICLE V

R&D FACILITY REAL PROPERTY

SECTION 5.01. Conveyance of Title to R&D Facility Real Property.

(a) The County agrees to convey, or cause to be conveyed, to PPT marketable, insurable (at standard title insurance rates), fee simple title to the R&D Facility Real Property on or before July 13, 2010 by a Title to Real Estate Limited Warranty Deed in substantially the form set forth in **Exhibit C** attached hereto and made a part hereof, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00), to be paid, or caused to be paid, to the County by Navistar. The County covenants and agrees to, upon the request of PPT, take such further steps and to execute and deliver such further instruments, agreements, or other documents, in form and substance reasonably acceptable to the County, to further evidence or confirm such conveyance, to enable PPT to acquire title insurance, to effectuate and evidence the termination of that certain Lease Agreement dated January 24, 2010 between the County, Richland County Development Corporation ("RCDC"), and PPT (as successor by assignment), as amended by that certain Settlement Agreement by and among the County, RCDC, CAS, and CDS, and as may be required by applicable federal, state, or local law. The cost of the deed recording fee and/or state or local transfer taxes, if any, and documentary stamp taxes, if any, (S.C. Code Ann. Section 12-24-10, *et. seq.*), on the limited warranty deed required hereunder shall be borne by Navistar.

(b) If Navistar, PPT, and any Affiliates fail to, collectively, hire, or cause to be hired, at least 160 full-time employees (including, without limitation, contract employees) at the Facilities and elsewhere in the County, in the aggregate (the "Minimum Employment Requirement"), or, collectively, invest, or cause to be invested, (including, without limitation, investment and acquisition costs made prior to the date of this Agreement) at least \$70,400,000 (without regard to subsequent depreciation or diminution in value) at the Facilities and elsewhere in the County, in the aggregate (the "Minimum Investment Requirement"), on or before, December 31, 2019 (the "Initial Threshold Deadline"), Navistar shall pay, or cause to be paid, to the County an amount calculated according to the formula set forth below in this subsection 5.01(b) (the "Reimbursement Payment").

The degree of compliance shall be measured against each of the Minimum Employment Requirement (160 full-time employees) and the Minimum Investment Requirement (\$70,400,000), and shall be weighted 50% employment / 50% investment times the value ascribed to the R&D Facility Real Property by the County of \$2,000,000.

1.
$$\frac{\text{Actual Investment}}{\$70,400,000} \times 100 = \text{Investment Achievement Percentage [IAP]}$$
2.
$$100\% - \text{IAP} = \text{Investment Alteration Factor [IAF]}$$
3.
$$\frac{\text{Actual Employees Hired}}{160} \times 100 = \text{Employment Achievement Percentage [EAP]}$$

4. $100\% - \text{EAP} = \text{Employment Alteration Factor [EAF]}$

5. $\frac{\text{IAF} + \text{EAF}}{2} = \text{Final Alteration Factor [FAF]}$

6. $\text{FAF} \times \$2,000,000 = \text{Reimbursement Payment}$ [to the extent this calculation yields a negative Reimbursement Payment, no party hereto shall have any payment obligation under this Section 6.01]

As an example, assuming Navistar, PPT, and their Affiliates, collectively, invested \$30,000,000 and hired a maximum of 150 employees on or before the Initial Threshold Deadline, the Reimbursement Payment would be calculated as follows:

1. $\frac{\$30,000,000}{\$70,400,000} \times 100 = 42.6\% \text{ [IAP]}$

2. $100\% - 42.6\% = 57.4\% \text{ [IAF]}$

3. $\frac{150}{160} \times 100 = 93.8\% \text{ [EAP]}$

4. $100\% - 93.8\% = 6.2\% \text{ [EAF]}$

5. $\frac{57.4\% + 6.2\%}{2} = 31.8\% \text{ [FAF]}$

6. $31.8\% \times \$2,000,000 = \text{Reimbursement Payment of } \$636,000.$

As an additional example, assuming Navistar, PPT, and their Affiliates, collectively, invested \$60,000,000 and hired a maximum of 200 employees on or before the Initial Threshold Deadline, the Reimbursement Payment would be calculated as follows:

1. $\frac{\$60,000,000}{\$70,400,000} \times 100 = 85.2\% \text{ [IAP]}$

2. $100\% - 85.2\% = 14.8\% \text{ [IAF]}$

3. $\frac{200}{160} \times 100 = 125\% \text{ [EAP]}$

4. $100\% - 125\% = (-25\%) \text{ [EAF]}$

5. $\frac{14.8\% + (-25\%)}{2} = (-10.2\%) \text{ [FAF]}$

6. (-10.2%) x \$2,000,000 = No Reimbursement Payment due.

(c) The term “investment” or “invest” as used in this Section 5.01 shall include not only investments made by Navistar, PPT, and any Affiliates, but also those investments made by or for the benefit of Navistar, PPT, or such applicable Affiliates through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxation payments, payments in lieu of taxes, or fees in lieu of tax payments by Navistar, PPT, or such applicable Affiliates.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If any party shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of thirty (30) days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an “Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 30-day period, then such defaulting party shall have an additional period of time not to exceed thirty (30) days from the date of such written notice by the other party to remedy such failure, unless such parties shall agree in writing to an extension of such time prior to its expiration.

SECTION 6.02. Legal Proceedings by Navistar, PPT, and the County. Upon the happening of any Event of Default by a party, then and in every such case the other parties in their respective discretion may each:

- (1) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (2) bring suit upon this Agreement;
- (3) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the County, Navistar and PPT; or
- (4) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to Navistar, PPT, or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of Navistar, PPT, or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and

every power and remedy given by this Article VI to Navistar, PPT, or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Assignment; Binding Effect; Successors and Assigns. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by any party without the prior written consent or subsequent ratification of the other parties, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, except that Navistar and PPT may each assign this Agreement to an Affiliate, or in connection with the merger, consolidation, or sale or transfer of all or substantially all of their respective assets, without the prior written consent or subsequent ratification of the County. If and to the extent the prior written consent or subsequent ratification of the County is required pursuant to this Section 7.01, the County expressly agrees that, to the extent permitted by law, such prior written consent or subsequent ratification may be, but shall not be required to be, provided by a letter or other writing executed by the Chair of the County Council and the County Administrator of the County, and those two officials are hereby expressly jointly authorized to provide such consent or ratification on behalf of the County. This Agreement shall be binding, in accordance with its terms, upon and inure to the benefit of Navistar, PPT, and the County, and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of Navistar, PPT, and the County. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than Navistar, PPT, and the County any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be, except as otherwise specifically provided in this Agreement, for the sole and exclusive benefit of Navistar, PPT, and the County.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein or therein so as to most closely effectuate the legal, valid and enforceable intent hereof or thereof and so as to afford Navistar, PPT, and applicable Affiliates with the maximum benefits to be derived herefrom or therefrom.

SECTION 7.04. No Liability for Personnel of the County, Navistar or PPT. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or Navistar or PPT or any of their respective officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Special Source Revenue Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

- (a) if to the County: Richland County, South Carolina
Attn: Richland County Administrator
2020 Hampton Street
Columbia, SC 29202
- with a copy to: Parker Poe Adams & Bernstein, LLP
Attn: Ray E. Jones
P.O. Box 1509
Columbia, SC 29202
- (b) if to Navistar: Navistar, Inc.
Attn: Houman Kashanipour
4201 Winfield Road
Warrenville, Illinois 60555
- with a copy to: Navistar, Inc.
Attn: Steve Covey, General Counsel
4201 Winfield Road
Warrenville, Illinois 60555
- with a copy to: Nexsen Pruet, LLC
Attn: Burnet R. Maybank, III
P.O. Drawer 2426
Columbia, SC 29202
- (c) if to PPT: Pure Power Technologies, LLC
Attn: David A. Benson
1410 Northpoint Boulevard
Blythewood, South Carolina 29016
- with a copy to: Pure Power Technologies, LLC
Attn: Steve Covey, General Counsel
4201 Winfield Road
Warrenville, Illinois 60555
- with a copy to: Nexsen Pruet, LLC
Attn: Burnet R. Maybank, III
P.O. Drawer 2426
Columbia, SC 29202

The County, Navistar, and PPT may, by notice given under this Section 7.05, each designate any further or different addresses to which subsequent notices, certificates, requests or other communications

shall be sent.

SECTION 7.06. Administrative Fees. Navistar shall reimburse, or cause reimbursement of, the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project or the Facilities, or (iii) the Project itself or Facilities themselves in an amount not to exceed \$10,000.

SECTION 7.07. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 7.08 Agreement to Sign Other Documents. The County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be requested by Navistar or PPT or as may be required to carry out the purpose of this Agreement. Navistar shall reimburse, or cause reimbursement of, the County for reasonable attorneys' fees, related to review and negotiation of such further instruments. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 7.09. Construction of Agreement. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 7.10. Applicable Law. The laws of the State of South Carolina govern the construction of this Agreement.

SECTION 7.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.12. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.13. 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 7.14. Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 7.15. Indemnification and Hold Harmless Obligation of the Company

Except as provided herein, the Navistar, PPT and any applicable Affiliate, (collectively, “Company”) shall jointly and severally indemnify and save the County, its past, present and future employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless from all claims, and costs related thereto, including reasonable attorneys’ fees, by or on behalf of any person arising or relating to the County’s execution or delivery of this Agreement, any other documents reasonably necessary to effect this Agreement and the transactions contemplated herein, and any related procedural documents entered into with respect to this Agreement (collectively, “Transaction Documents”) or performance of the County’s obligations under the Transaction Documents, or the administration of its duties pursuant to the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents. If such a claim is made against any Indemnified Party, then subject to the provisions below, the Company shall either defend the Indemnified Party in any action or proceeding, or provide prompt payment for all reasonable costs of defense incurred by an Indemnified Party if, with the consent of the Company, the Indemnified Party selects its own legal counsel with respect to such claim.

Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts or omissions of that Indemnified Party, which are unrelated to the County’s execution of the Transaction Documents, the performance of the County’s obligations under the Transaction Documents, or the administration of the County’s duties under the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents; (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) arising from the County’s customary performance and administration of its obligations and duties in connection with its operation of the County’s governmental functions outside of the County’s execution and performance of the Transaction Documents.

SIGNATURES FOLLOW ON NEXT PAGE.

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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 hereunto affixed and attested and Navistar and PPT have caused this Agreement to be executed by its respective authorized officer, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: J. Milton Pope
Its: Administrator
Date: _____

NAVISTAR, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

PURE POWER TECHNOLOGIES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

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EXHIBIT A

PRODUCTION FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar at the Point of Beginning (POB-B), this #4 Rebar being a common corner of Parcel "B" and a parcel of property now or formerly of Keller Properties, Inc.; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S 30°42'38" E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road; thence proceeding along Parcel "A" the following courses: a curve to the left having a radius of 50.00 feet; an arc length of 77.93 feet; a chord bearing of N76°38'30"W and a chord length 70.28 feet to a #4 Rebar; thence proceeding S58°42'22"W for a distance of 146.06 feet to a #4 Rebar; thence proceeding along an arc of a curve to the right having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of S73°14'46"W and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N89°18'32"W for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 460.00 feet, an arc length of 86.99 feet, a chord bearing of S77°04'31"W a chord length of 170.96 feet to a #4 Rebar; thence proceeding S66°21'58"W for a distance of 103.97 feet to a #4 Rebar; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W for a distance of 82.78 feet to a #4 Rebar; thence proceeding along reserved property and property now or formerly of Coca-Cola Bottling Company N66°21'53"E for a distance of 756.99 feet to a 2 ½" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. S55°36'41"E for a distance of 163.06 feet to a 2" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. N23°26'37"E for a distance of 209.45 feet to a #4 Rebar and Point of Beginning (POB-B), said parcel contains an area of 3.88 acres, more or less.

TOGETHER WITH

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S30 42'38"E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road, the Point of Beginning (POB-A); from said point of beginning, thence along the western margin of the right-of-way of Community Road the following courses to the creek; proceeding along a curve to the left having a radius of 6056.40 feet, a chord bearing and distance of S32°45'25"E, 162.27 feet, an arc length of 162.28 feet to a concrete monument; thence proceeding S33°02'31"E, 10.08 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 5729.58 feet, a chord bearing and distance of S32°09'35"E, 258.44

feet, an arc length of 258.47 feet to a concrete monument; thence proceeding S31°05'41"E, 459.05 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 883.73 feet, a chord bearing and distance of S14°05'35"E, 516.67 feet, an arc length of 524.32 feet to a concrete monument; thence proceeding S02°54'14"W, 301.76 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the left having a radius of 965.22 feet, a chord bearing and distance of S05°48'06"E, 302.00 feet, an arc length of 303.25 feet to a concrete monument; thence proceeding S03°54'31"E, 162.57 feet to a concrete monument; thence proceeding S24°45'08"E, 45.78 feet to a point in the center of the creek; thence following the creek centerline S54°53'30"W, 92.85 feet to a point; thence following the creek centerline S80°29'27"W, 42.27 feet to a point; thence following the creek centerline S77°11'27"W, 45.78 feet to a point; thence following the creek centerline S85°05'49"W, 34.67 feet to a point; thence following the creek centerline S35°45'15"W, 37.68 feet to a point; thence following the creek centerline N. 79°22'15"W, 23.49 feet to a point; thence following the creek centerline S56°18'52"W, 58.20 feet to a point; thence following the creek centerline S81°54'49"W, 47.17 feet to a point; thence following the creek centerline S84°56'19"W, 26.03 feet to a point; thence following the creek centerline S79°16'52"W, 33.49 feet to a point; thence following the creek centerline N76°36'20"W, 39.05 feet to a point; thence following the creek centerline N75°36'20"W, 23.30 feet to a point; thence following the creek centerline S22°45'02"W, 36.32 feet to a point; thence following the creek centerline N80°20'08"W, 23.26 feet to a point; thence following the creek centerline N01°08'00"E, 20.82 feet to a point; thence following the creek centerline N52°59'26"W, 44.15 feet to a point; thence following the creek centerline N23°36'16"W, 39.49 feet to a point; thence following creek centerline N55°36'57"W, 48.22 feet to a point; thence following the creek centerline S71°31'34"W, 38.67 feet to a point; thence following the creek centerline S19°14'48"E, 19.57 feet to a point; thence following the creek centerline S50°35'39"W, 30.67 feet to a point; thence following the creek centerline N30°28'21"W, 16.24 feet to a point; thence following the creek centerline N36°29'39"W, 33.63 feet to a point; thence following the creek centerline N76°19'46"W, 49.29 feet to a point; thence following the creek centerline S73°49'21"W 22.68 feet to a point; thence following the creek centerline S03°18'27"W, 37.42 feet to a point; thence following the creek centerline N77°39'36"W, 41.24 feet to a point; thence following the creek centerline N77°33'40"W, 41.48 feet to a point; thence following the creek centerline N27°56'03"W, 33.98 feet to a point; thence following the creek centerline N60°27'23"W, 33.10 feet to a point; thence following the creek centerline S32°16'34"W, 24.52 feet to a point; thence following the creek centerline S89°16'56"W, 15.72 feet to a point; thence following the creek centerline N45°13'18"W, 38.26 feet to a point; thence following the creek centerline N26°17'46"E, 25.62 feet to a point; thence following the creek centerline N09°35'24"W, 25.42 feet to a point; ;thence following the creek centerline N84°41'36"W 15.32 feet to a point; thence following the creek centerline N07°53'25"E, 41.75 feet to a point; thence following the creek centerline N32°48'04"W, 25.64 feet to a point; thence following the creek centerline N71°09'43"W, 43.35 feet to a point; thence following the creek centerline N10°59'52"W, 28.18 feet to a point; thence following the creek centerline N64°22'23"W, 21.10 feet to a point; thence following the creek centerline S61°33'26"W, 20.51 feet to a point, thence following the creek centerline N67°57'58"W, 19.33 feet to a point; thence following the creek centerline S87°51'09"W, 26.09 feet to a point; thence following the creek centerline S44°17'45W, 42.36 feet to a point; thence following the creek centerline S85°30'34"W, 17.61 feet to a point; thence following the creek centerline N55°25'28"W, 25.30 feet to a point; thence following the creek centerline N09°20'09"W; 25.33 feet to a point; thence following the creek centerline N59°58'35"W, 51.28 feet to a point; thence following the creek centerline N29°43'27"W, 42.86 feet to a point; thence following the creek centerline N48°39'23"W, 60.79 feet to a point; thence following the creek centerline S78°10'45W, 18.08 feet to a point; thence following the creek centerline N50°00'43"W, 29.92 feet to a point; thence following the creek centerline N10°37'24"W, 25.73 feet to a point; thence following the creek centerline N35°41'36"W, 25.40 feet to a

point; thence following the creek centerline S78°12'03"W, 33.67 feet to a point; thence following the creek centerline N47°42'19"W, 23.71 feet to a point; thence following the creek centerline N51°00'09"W, 43.98 feet to a point; thence following the creek centerline N79°33'04"W, 43.89 feet to a point; thence following the creek centerline S36°46'14"W, 24.19 feet to a point; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W, 1,493.05 feet to a #4 Rebar; thence along Parcel "B" the following courses: N66°21'58"E, for a distance of 103.97 feet to a #4 Rebar; thence proceeding along an arc of a curve to the right having a radius of 460.00 feet; an arc length of 86.99 feet, a chord bearing of N77°04'31"E a chord length of 170.96 feet to a #4 Rebar; thence proceeding S89°18'32"E for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of N73°14'46"E and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N58°42'22"E for a distance of 146.06 feet to a #4 Rebar; thence proceeding along a curve to the right having a radius of 50.00 feet, an arc length of 77.93 feet, a chord bearing of S76°38'30"E and a chord length of 70.28 feet to a #4 Rebar at the Point of Beginning (POB-A). Said parcel contains an area of 61.09 acres, more or less.

LESS HOWEVER: All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as 1.46 acres on that certain survey title "Closing Survey for South Carolina Electric and Gas Company, Northpoint Industrial Park, 115/23kV Substation" prepared by Glenn Associates Surveying, Inc. dated August 9, 2006, and recorded in Book 1245, page 2240 in the Office of the Register of Deeds for Richland County, South Carolina, on October 27, 2006; said tract having such boundaries and measurements as shown on the Closing survey.

EXHIBIT B

R&D FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

EXHIBIT C

FORM OF LIMITED WARRANTY DEED

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF RICHLAND)	LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that the undersigned **RICHLAND COUNTY DEVELOPMENT CORPORATION**, a non-profit corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as the “Grantor”), for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) and **[other valuable consideration]**, to it well and truly paid at and before the sealing and delivery hereof (the receipt and legal sufficiency of which are hereby acknowledged) by **PURE POWER TECHNOLOGIES, LLC**, a Delaware limited liability company (hereinafter referred to as the “Grantee”), whose mailing address is as hereinafter set forth, has granted, bargained, sold, aliened, conveyed and released, and by these presents does grant, bargain, sell, alien, convey, and release unto the Grantee, its successors and assigns, all of the Grantors’ right, title, and interest in and to all that certain tract or parcel of land with all fixtures and improvements thereon lying described as follows (the “Premises”):

DESCRIPTION OF THE PREMISES CONVEYED: As set forth on Exhibit “A” attached hereto and incorporated herein by reference.

GRANTEE’S MAILING ADDRESS: For purposes of this Title to Real Estate Limited Warranty Deed, the Grantee’s mailing address is:

1410 Northpoint Boulevard
Blythewood, South Carolina 29016.

TOGETHER WITH ALL AND SINGULAR the rights, members, easements, any and all crops and timber growing on the Premises, any and all surface or subsurface sand, gravel, oil, gas, or mineral rights and royalties on the Premises, any and all surface and subsurface water appurtenant to the Premises,

all well, spring, reservoir, littoral rights, riparian rights, and water rights of any type, and hereditaments and appurtenances to the Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Premises before mentioned unto the Grantee, its successors and assigns, forever.

AND the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Premises unto the Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof, but no others.

[SIGNATURE PAGE ATTACHED]

[remainder of page intentionally left blank]

WITNESS the Grantor’s hand and seal this ____ day of July, 2010.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

RICHLAND COUNTY DEVELOPMENT
CORPORATION, a non-profit corporation
organized and existing under the laws of the
State of South Carolina

Witness Number 1

By: _____ (SEAL)

Name: _____

Title: _____

Witness Number 2

STATE OF SOUTH CAROLINA)
)
) ACKNOWLEDGMENT
COUNTY OF RICHLAND)

I, _____, a notary public for South Carolina, do hereby certify
that RICHLAND COUNTY DEVELOPMENT CORPORATION, a non-profit corporation organized and
existing under the laws of the State of South Carolina, by _____, its
_____, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this ___th day of
July, 2010.

Signature of Notary Public (SEAL)

My Commission Expires: _____

EXHIBIT "A"

Legal Description: All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

Derivation: _____

Tax Map Number: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT OF CONSIDERATION

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred consists of the following:

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

3. Check one of the following: The deed is:
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (See Information section of affidavit): Exemption (1) (\$5.00).

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____.

6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor's attorney.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Infrastructure Credit and Incentive Agreement
Richland County, South Carolina, Navistar, Inc., and Pure Power Technologies, LLC
EXHIBIT C-6

_____, Esq.
Attorney for Richland County Development Corporation

SWORN to before me this _____
day of _____, 2010

Notary Public for _____

My Commission Expires: _____
(SEAL)

INFORMATION

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

Exempted from the fee are deeds:

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

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Richland County Council Request of Action

Subject

2007 Roadway Resurfacing Project Additive #6 [*Forwarded from the D&S Committee*][**PAGES 93-102**]

Notes

June 22, 2010 - The committee recommended that Council approve change order #3 for additive #6 to Sloan Construction Company, Inc. for the 2007 Roadway Resurfacing Project in the amount of \$153,095.80. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: 2007 Roadway Resurfacing Project Additive #6

A. Purpose

County Council is requested to approve Change Order #3 for Sloan Construction Company, Inc. in the amount of \$153,095.80 for resurfacing additive #6.

B. Background / Discussion

The resurfacing list was established using the updated Pavement Management System. Each County maintained paved road was given an Overall Condition Index (OCI). The roads with the lowest OCI were re-visited and considered for the resurfacing list.

The LPA Group, Inc. (LPA) completed the design and specifications for the 2007 Roadway Resurfacing Project. The project was advertised on July 29, 2007 for a period of 31 days. A pre-bid meeting was held on August 9, 2007, and bids for the project were opened on August 30, 2007.

Sloan Construction Company, Inc. has been determined to be the lowest responsible and responsive bidder. The following information includes the results of the bid opening for the base bid and additives 1, 2, and 4.

Base bid and additives 1, 2, 3, 4, and 5 have all been completed.

Base Bid

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$1,018,989.72
C.B.G. Inc	\$1,098,180.00
Rea Contracting L.L.C.	\$1,212,173.01
C.R. Jackson Inc.	\$1,635,228.86

Additive #1

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$72,577.31

Additive #2

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$83,905.78

Additive #4

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$99,248.96

Total=Base Bid Plus Additives 1, 2, and 4

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$1,274,784.93

C. Financial Impact

The Department of Public Works requested funding for the 2007 Roadway Resurfacing Project from the County Transportation Committee (CTC) on March 6, 2007. The CTC approved the request for \$1,400,000.00 for this project. The \$1,400,000.00 is for the design and construction of the 2007 Roadway Resurfacing Project. The design fee is approximately \$59,800.00, which leaves \$1,340,200 for the construction part of the contract. On May 3, 2010 the CTC approved an increase to the 2007 Roadway Resurfacing Project's PCN 31239 in the amount of \$252,000.00 to bring the total to \$1,652,000.00. Therefore, there are adequate funds to cover the construction of additive #6 which includes Crane Creek Drive, Durant Street, Kelsey Street, Maxwell Street and Overland Drive.

Additive # 7 was also submitted to the CTC and approved but as a micro paving project as specified by the SCDOT. There are no contractors in the State of South Carolina that perform this work and the SCDOT does not have a active contract for this work. Public Works will request of the CTC to hold these funds until a SCDOT contract is in place.

D. Alternatives

There are two alternatives that exist for this project and are as follows:

1. Approve change order #3 to Sloan Construction Company, Inc. for the 2007 Roadway Resurfacing Project additive #6 in the amount of \$153,095.80.
2. Do not approve change order #3 for additive #6 to Sloan Construction Company, Inc. and forfeit the opportunity to resurface the roads.

E. Recommendation

It is recommended that County Council approve change order #3 for additive #6 to Sloan Construction Company, Inc. for the 2007 Roadway Resurfacing Project in the amount of \$153,095.80. A recommendation by LPA to approve change order #3 to Sloan Construction Company, Inc. is attached.

Recommended by: David Hoops, PE

Department: Department of Public Works

Date: 06//07/10

F. Approvals

Finance

Reviewed by: Daniel Driggers

Date: 6/10/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date:6/10/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

Date: 6/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

CHANGE TO CONTRACT VALUE:

Original Contract Price:	<u>\$1,274,721.86</u>
Current Contract Price adjusted by previous Change Orders:	<u>\$1,329,191.73</u>
The Contract Price due to this Change Order will be	
increased by:	<u>\$153,095.80</u>
decreased by:	<u>\$0.00</u>
 The new Contract Price (including this Change Order) will be:	 <u>\$1,482,287.53</u>

CHANGE TO CONTRACT TIME:

The Contract Time will be increased / decreased by: 90 Calendar Days

The new date for completion of all work will be: 4-Sep-10

Requested By: _____ Date: _____

X _____

Recommended By: J. Stacy Culbreath Date: 6-8-10

X [Signature]

Recommended By: _____ Date: _____

X _____

Accepted By: _____ Date: _____

X _____

Accepted By: _____ Date: _____

X _____

Sloan Construction Company, Inc.

645 Rosewood Drive 2nd Floor Bonitz
 Bid.
 P.O. Box 1957
 Columbia, SC 29201
 USA

Phone: 803-376-1240
 Fax: 803-376-1967

To:	Richland County Procurement	Contact:	
Address:	2020 Hampton Street, Suite 3064 Columbia, SC 29204	Phone:	
Project Name:	2007 Richland County Resurfacing Additive #6	Bid Number:	
Project Location:	Various Roads In Richland County, Columbia, SC	Bid Date:	8/30/2007

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1031000	MOBILIZATION	1.00	LS	\$4,000.00	\$4,000.00
	1071000	TRAFFIC CONTROL	1.00	LS	\$4,000.00	\$4,000.00
	4011004	LIQUID ASPHALT BINDER PG64-22	83.00	TON	\$390.00	\$32,370.00
	4012030	SURFACE PATCHING 2" UNIF.	262.00	SY	\$22.85	\$5,986.70
	4012060	FULL DEPTH ASPH. PAV. PATCHING 6" UNIF.	380.00	SY	\$36.52	\$13,877.60
	4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	6,934.00	SY	\$5.25	\$36,403.50
	4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,326.00	TON	\$40.50	\$53,703.00
	7203130	CONCRETE CURB AND GUTTER(1'-6" OGEE)	95.00	LF	\$29.00	\$2,755.00
Total Price for above Items:						\$153,095.80


Total Bid Price: \$153,095.80

Notes:

- Any price adjustment formula applicable to asphalt cement shall be applicable to all asphalt cement placed by Sloan and the full amount of any such price adjustment (whether increase or decrease) shall be due to Sloan based on the original bid index of August 1, 2007 (\$345.56).

Payment Terms:

Payment due within 7 days after payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Sloan Construction Company, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: Paul Edwards 803.376.1240 edwardsp@sloancc.net</p>
--	---

5/17/2010 2:20:20 PM

756 6-2-10

Page 1 of 1

Item# 17

Attachment number 1
 Page 6 of 10

WORKSHEET FOR DETERMINING FUEL AND ASPHALT BINDER INDEX ADJUSTMENTS

HOW TO USE: Select Base Index Date (cell B8) and Current Index Date (cell H8).

Spreadsheet uses stored index data to calculate and present index adjustments for eligible items of work.

Adjustments to be applied in accordance with contract provisions.

Select Base Indexes			
Date	Asphalt Binder	Diesel	Unleaded
1-Aug-07	\$ 1.0446	\$ 2.4047	\$ 2.3656

Select Current Indexes			
Date	Asphalt Binder	Diesel	Unleaded
1-May-10	\$ 1.62190	\$ 2.5577	\$ 2.4626

Items of Work Eligible for Fuel Adjustments	Unit	Gallons Per Unit		Monetary Adjustment per Unit		
		Diesel	Unleaded	Diesel	Unleaded	Combined
Excavation (Unclassified, Borrow, etc.)	CY	0.29	0.15	\$	\$	\$
Embankment in Place	CY	0.29	0.15	\$	\$	\$
Sand Clay Base Course #1 Uniform	SY	0.05	0.02	\$	\$	\$
Sand Clay Base Course #1 Uniform	SY	0.06	0.03	\$	\$	\$
Graded Aggregate Base Course #1 Uniform	SY	0.10	0.06	\$	\$	\$
Graded Aggregate Base Course #1 Uniform	SY	0.13	0.06	\$	\$	\$
Hot Mix Asphalt (Base, Binder, Surface Courses)	TON	2.90	0.71	\$	\$	\$
Full Depth Patching - 4" (Fuel)	SY	0.64	0.16	\$	\$	\$
Full Depth Patching - 6" (Fuel)	SY	0.66	0.23	\$	\$	\$
Full Depth Patching - 8" (Fuel)	SY	1.28	0.31	\$	\$	\$
Full Depth Patching - 10" (Fuel)	SY	1.80	0.36	\$	\$	\$
Full Depth Patching - 12" (Fuel)	SY	1.91	0.47	\$	\$	\$
Portland Cement Concrete Pavements	SY	0.25	0.20	\$	\$	\$
Structural Concrete	CY	1.00	0.20	\$	\$	\$
Reinforced Concrete Pipe (24" or less)	LF	0.80	0.15	\$	\$	\$
Reinforced Concrete Pipe (greater than 24")	LF	0.75	0.15	\$	\$	\$

*Eligible for index adjustment when specified in contract.

Items of Work Eligible for A.C. Binder Adjustments	Unit	AC Binder Tons per Unit	Monetary Adjustment per Unit (for AC Binder)	
			Diesel	Unleaded
Liquid Asphalt Binder (PG64-22)	TON	1.0000	\$172.78	\$
Liquid Asphalt Binder (PG76-22)	TON	1.0000	\$172.78	\$
Full Depth Patching - 4" (AC Binder)	SY	0.0110	\$1.90	\$
Full Depth Patching - 6" (AC Binder)	SY	0.0165	\$2.85	\$
Full Depth Patching - 8" (AC Binder)	SY	0.0220	\$3.80	\$
Full Depth Patching - 10" (AC Binder)	SY	0.0275	\$4.75	\$
Full Depth Patching - 12" (AC Binder)	SY	0.0330	\$5.70	\$
Asph Surf Tmt - Single Treatment (0.28 gal/sy mod. emulsi)	SY	0.0008	\$0.13	\$
Asph Surf Tmt - Double Treatment - Type 1 (0.52 gal/sy mod. em)	SY	0.0023	\$0.39	\$
Asph Surf Tmt - Double Treatment - Type 2 (0.97 gal/sy mod. em)	SY	0.0027	\$0.46	\$
Asph Surf Tmt - Double Treatment - Type 3 (0.55 gal/sy mod. em)	SY	0.0015	\$0.26	\$
Asph Surf Tmt - Double Treatment - Type 4 (0.46 gal/sy mod. em)	SY	0.0013	\$0.22	\$
Asph Surf Tmt - Double Treatment - Type 5 (0.48 gal/sy mod. em)	SY	0.0019	\$0.33	\$
Asph Surf Tmt - Triple Treatment - Type 1 (0.55 gal/sy emulsi)	SY	0.0024	\$0.41	\$
Asph Surf Tmt - Triple Treatment - Type 2 (0.71 gal/sy emulsi)	SY	0.0020	\$0.34	\$
Asph Surf Tmt - Triple Treatment - Type 4 (0.82 gal/sy emulsi)	SY	0.0023	\$0.39	\$
Microsurfacing - Type II - Leveling	SY	0.0007	\$0.12	\$
Microsurfacing - Type II - Leveling	TON	0.0000	\$15.82	\$
Emulsion for High Performance Chip Seal (Macro Surfacing)	Gal	0.0028	\$0.46	\$

*Eligible for index adjustment when specified in contract.



South Carolina
Department of Transportation

May 3, 2010

Mr. James C. Brown, Chairman
Richland County Transportation Committee
Post Office Box 192
Columbia, South Carolina 29202

RE: C PCN 31239 – 2004 County Dirt Roads
C PCN 36609 – 2007 County Resurfacing Program

Dear Chairman Brown:

This letter is to advise that local paving project **C PCN 31239** was revised as follows. Funds were decreased from \$1,000,000.00 to \$880,062.51. This project is identified as the 2004 county dirt road program and the preliminary engineering for 25 dirt roads in Richland County.

Also funds were increased from \$1,400,000.00 to \$1,652,000.00 for local paving project **C PCN 36609**. This project is identified as the 2007 county resurfacing program in Richland.

David Hoops, Richland County Engineer, has been notified of the committee's decision by copy of this letter.

Please let us know if we can be of further assistance to you.

Sincerely,

Batina Feaster
Program Coordinator
C Program Administration

BF:bmf

cc: Thad Brunson, District One Engineering Administrator
Julie Barker, C Program Manager, RPG-3
David Hoops, Richland County Engineer



Post Office Box 192
Columbia, South Carolina 29202-0192

Phone: (803) 737-2314
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

Item# 17

Attachment number 1
Page 8 of 10

Road Name

Base Bid

Bancroft Road
Bluff Industrial
Boulevard
Branch Hill Drive
Briarcliffe West Court
Coachtrail Court
Deer Hound Trail
Dunbarton Road
Hickory Nut Lane
Highgate Trail
Hobkirk Road
Hounds Court South
Hunters Hill Drive
Mobley Road
Musket Lane
Rolling Creek Pkwy
Rolling Creek Circle
Silo Court
Singing Wood Lane
Walking Horse Court
Walking Horse Way
Winwood Drive
Wood Fox Court
Wood Fox Drive

Additive #1

Blackwell Circle
Dominion Drive
Helena Circle
Prince Edward Court

Additive #2

Sunbelt Boulevard
Sunbelt Court

Additive #3

Cokesbury Drive
Miramar Drive

Additive #4

Gloria Trail
Cane Lake Drive

Additive #5

Rockyview Drive
Rockymount Road

Additive #6

Crane Creek Drive

Durant Street

Kelsey Street

Maxwell Street

Overland Drive

Additive #7

Valhalla Drive

Richland County Council Request of Action

Subject

Adoption of the Complete Streets Goals and Objectives [*Forwarded from the D&S Committee*] **[PAGES 104-115]**

Notes

June 22, 2010 - The committee recommended that Council adopt the Complete Street Goals and Objectives. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Adoption of the Complete Streets Goals & Objectives

A. Purpose

To establish the County’s policies regarding implementation of the Complete Streets Program by adoption of the Complete Street Program Goals & Objectives

B. Background/Discussion

In March 2009, the County Council adopted a Strategic Plan. The Plan includes a series of Strategic Priorities, Goals and desired outcomes. The desired outcomes are milestones by which to measure progress in achieving the Strategic Priorities. One of the desired outcomes under the Improve Transportation Infrastructure Strategic Priority is that “...A Complete Streets initiative will be implemented to ensure that alternative modes of transportation, such as bike lanes and sidewalks, are integrated into all new major transportation improvements...”

This document was prepared by an ad hoc committee of different interest groups who advocate establishment of a formal Complete Streets Program in the County. Since the County’s Strategic Plan established an interest in this issue, the Planning and Development Services Department provided logistical support to this ad hoc committee, also known as the Complete Streets Steering Committee (CSSC). The CSSC membership list is attached for informational purposes.

Program’s status to date:

- March 3, 2009** County Council Adopted The Strategic Plan, Including A Desired Outcome To Implement A Complete Streets Program [Strategic Priority # 2, Strategy # 3]
- September 1, 2009** County Council Adopted The Complete Streets Resolution, Including Statements Regarding Regulatory And Procedural Changes And “...Recognizing That All Streets Are Different And In Each Case User Needs Must Be Balanced...”
- February 1, 2010** Planning Commission Recommended Approval Of The Draft Complete Streets Goals
- June 7, 2010** Planning Commission Recommended Approval Of The Revised Goals And The New Objectives, Noting That The Effectiveness Measures Are Advisory Only And Not Part Of The Adoption Recommendation

Implementation of the Complete Streets Policy (adoption of the Goals & Objectives) will change the way transportation projects are planned, designed and operated in Richland County. It is also a major positive step to meeting the national air quality standards in the Midlands.

C. Financial Impact

There is no financial impact associated with adoption of these policies.

D. Alternatives

- 1) Approve a Resolution to adopt the Complete Streets Goals & Objectives.
- 2) Do not approve a Resolution to adopt the Complete Streets Goals & Objectives.

E. Recommendation

It is recommended that County Council approve a Resolution to adopt the Complete Streets Goals & Objectives.

Recommended by: Richland County Planning Commission

Date: 7/6/09

F. Approvals

Finance

Reviewed by: Daniel Driggers

Date: 6/10/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Planning

Reviewed by: Anna Almeida

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 6/11/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

Date: 6/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Complete Streets Steering Committee

<u>Name</u>	<u>Representing</u>
Steven Hooker, PhD, FASM Chairman	Prevention Research Center, Arnold School of Public Health, USC & Served on the 2008 Richland County Transportation Study Advisory Committee
Rachael Kefalos, Vice Chairperson	Palmetto Cycling Coalition, Executive Director
Jay Daniels, MPH, APM	Executive Director, SC Governor's Council on Physical Fitness - DHEC Bureau of Chronic Disease Prevention - Advanced Training at Portland State Institute for Bicycle and Pedestrian Innovation – Comprehensive Bicycle & Pedestrian Planning & Design
Catherine Leigh Graham, MEBME	University of South Carolina Interagency on Disability and Health –SCDOT Disability Consultant
Gerry Lynn Hall	City of Columbia
Jim Love	AARP, South Carolina Southern Division
Jamie Cathey	Richland County Recreation Commission
Will Haltiwanger, PE	Palmetto Cycling Coalition
Carl D. Gosline, AICP, PTP	RC Transportation Planner – Staff Liaison & Secretary

**RICHLAND COUNTY COMPLETE STREETS PROGRAM
GOALS AND OBJECTIVES**

Issue: Dangerous By Design, Michelle Ernst & Lilly Shoup, Transportation For America, Fall 2009 "...Houses with above average walkability command a premium of about \$4000 to \$34,000 over houses with just average levels of walkability in the typical metropolitan area studied.

Similarly, an analysis of office, retail, apartment and industrial properties found higher values for more walkable properties..." [pg. 47]

GOAL 1	Ensure That Multi-Modal Travel Opportunities Are A Principal Consideration In The Land Development Planning And Implementation Processes.
---------------	--

Objective 1A - Increase the miles of dedicated bicycle facilities and assigned bike routes in the county by 15% by 2020.

Effectiveness Measures

- Develop an inventory of the number of dedicated bicycle lanes
- Develop an inventory of the number miles of signed bicycle routes
- Total miles of shared use paths and bike lanes relative to the total street miles, excluding limited access highways
- County adoption of the CMOG Regional Pathways plan, or its successor document.

Objective 1B - Within two years of adoption of these goals and objectives, the county will adopt a comprehensive sidewalk installation program that designates the highest priority to external connections between residential areas and schools, recreation facilities and libraries; between residential areas and nearby commercial areas; and a priority system for filling the gaps between existing sidewalk facilities.

Effectiveness Measures

- Adoption of a comprehensive sidewalk installation program
- Revision of the appropriate county regulations and procedures

Objective 1C - Increase the number of miles of sidewalks by fifteen (15) percent by 2014.

Effectiveness Measures

- Execution of an agreement with the SCDOT regarding sidewalks in state roads
- Adoption of a dedicated funding source
- Number of linear feet of sidewalk gaps completed

Objective 1D - Richland County will coordinate with the CMRTA and SCDOT to create 10 park-and-ride facilities by 2020.

Effectiveness Measures

- Develop a countywide “Park-and-Ride Facility Location Plan” based on short, medium and long range need
- Revise county regulations and procedures to create development incentives to encourage installation of these facilities as land development projects occur
- Develop an agreement with the CMRTA and the SCDOT regarding the review process and requirements for use of SCDOT rights-of-way to accomplish this objective

Objective1E - Establish policies, incentives and regulations to encourage residential, commercial, recreational and institutional land uses to closer proximity to each other to promote safe pedestrian and cycling activity.

Effectiveness Measures

- Amendment of the County’s Strategic Plan to establish policies and incentives
- Amendment of the County’s Comprehensive Plan to establish polices and incentives
- Amendment of the County’s Land Development Code implement the policies and incentives established above

Goal 1 - Implements the following provisions of the March 2009 County Strategic Plan

- Manage Growth – Strategy 6 – identify and target areas where growth will, and will not, be encouraged
- Improve Transportation Infrastructure – Strategy 4 – strengthen the link between growth management and transportation infrastructure
- Engage the Community – Strategy 5 - improve communications with policy makers from neighboring jurisdictions

Goal 1 - Implements the following provisions of the December 2009 Comprehensive Plan

- Transportation Element – Goal 2 – improve bicycle and pedestrian facilities
- Transportation Element – Goal 7 – promote traditional neighborhood development
- Future Land Use Element – Goal 2 – promote urban and suburban infill development
- Future Land Use Element – Goal 6 – promote transit oriented development designed for pedestrians without excluding automobiles
- Future Land Use Element – Goal 8 – ensure the strategies contained in the Comprehensive Plan are implemented

Issue: "...By law, every public entity in the United States with 50, or more, employees is responsible for implementing an ADA Transition Plan. This Plan identifies areas in the community that have barriers to accessibility for persons with disabilities and outlines the steps to correct them. This is a civil rights law...it is a smart move since a transition plan is your first line of defense against complaints and provides your community with an outline of items to plan, budget for and correct..." Scott Swiderski, American Public Works Assoc. Reporter, April 2010

"...By 2032, about one in four drivers will age 65 and above. Yet only 37 percent of planners and traffic engineers were familiar with FHWA's Design Handbook for Older Drivers and Pedestrians. And nearly two-thirds of the respondents said they do not consider the needs of older users in their multi-modal planning..." [AARP letter to Congress dated August 26, 2009]

GOAL 2	Ensure That All Transportation Projects Are In Compliance With The Requirements Of The Federal Americans With Disabilities Act And Its Implementation Requirements
---------------	---

Objective 2A – Integrate “Complete Streets” infrastructure and design features that facilitate safe crossing at rights-of-ways, such as accessible curb ramps, crosswalks, refuge islands and pedestrian signals, that meet the needs of types of disabilities by June 30, 2014

Effectiveness Measures

- Adoption of new regulations and policies that address all types of disability needs
- Adoption of a comprehensive sidewalk installation program that includes compliance with the relevant Americans With Disabilities Act Guidelines (ADAG)

Objective 2B – Develop a “County ADA Transition Plan” that includes priority systems for the required improvements by June 30, 2014.

Effectiveness Measures

- Number of stakeholders actively involved in preparation of the Transition Plan
- County adoption of the needed policy and regulations to implement the Transition Plan

Objective 2C – Coordinate with the CMRTA to ensure that their facilities and vehicles are fully accessible to all people with disabilities.

Effectiveness Measures

- Implementation of training programs for older adults and persons with disabilities
- Implementation of driver training programs for older adults and persons with disabilities
- Number of modifications to CMRTA facilities to accommodate persons with disabilities

Goal 2 - Implements the following provisions of the March 2009 County Strategic Plan

- Strategic Priority – Improve Transportation Infrastructure – Strategy 3 – Promote the availability of alternative modes of transportations such as greenways, bike lanes and sidewalks

Goal 2 - Implements the following provisions of the December 2009 Comprehensive Plan

- Community Facilities Element – Goal 2 – provide a variety of leisure activities and facilities to meet the recreational needs and desires of all residents

Issue: Dangerous By Design, M. Ernst & Li. Shoup, Transportation For America, Fall 2009

“...In a poll conducted for AARP, 40 % of adults age 50, or older, reported inadequate sidewalks in their neighborhoods and nearly 50% that they could not cross main roads close to their home safely...” {pg. 15]

“...A 2005 survey by the FHWA found that 85 % of respondents believed their community would be better served by expanding sidewalk and bicycling infrastructure...” [pg. 15]

Table 5 – State Pedestrian Fatalities and Federal Spending on Walking and Biking found that **South Carolina spent \$ 0.48 per capita on bike and pedestrian facilities** in the period of 2005 – 2008. **Georgia spent 4 times that (\$1.78/c) and North Carolina spent 3 times that (\$1.19/c)** [pgs. 30/31]

“...Reducing (*bike/ped*) fatalities and injuries by just 10 % would save the nation more than \$ 2 Billion annually, a sum that is four times the amount of federal funds currently spent on bicycle and pedestrian projects...” [pg. 45]

Alliance for Biking and Walking Report – January 2010 - State newspaper 2/16/10:

“...South Carolina ranks 47th among the states in its percentage of its federal transportation dollars spent on biking and walking projects – just **0.4 %** compared to around 3 % for the top ten states...”

South Carolina ranks **49th in biking safety** – only Alabama is lower AND **49th in pedestrian safety** – only Florida is lower

GOAL 3	Improve Safety Conditions For Pedestrian, Bicycle, Transit And Vehicular Facilities And Services
---------------	---

Objective 3A – Reduce the number of accidents in the county involving pedestrians by twenty (20%) percent in the next five years.

Effectiveness Measures

- Implement strategies that would decrease the pedestrian accident rate
- Adoption of a Comprehensive Sidewalk Installation Program
- County adoption of the CMCOG Regional Pathways Plan, or its successor document

Objective 3B - Reduce the number of accidents in the county involving bicycles by twenty (20%) percent in the next five years.

Effectiveness Measures

- Implement strategies that would decrease the bicycle accident rate
- County adoption of the CMCOG Regional Pathways Plan, or successor documents

Goal 3 - Implements the following provisions of the March 2009 County Strategic Plan

- Strategic Priority – Improve Transportation Infrastructure – Strategy 5 – actively pursue state and federal funding for transportation projects
- Strategic Priority – Enhance Public Safety – Strategy 2 – plan and invest in, safety –related buildings and infrastructure

Goal 3 - Implements the following provisions of the December 2009 Comprehensive Plan

- Transportation Element – Goal 2 – improve bicycle and pedestrian facilities

Issue: Numerous transit, bicycle and pedestrian advocacy groups, including AARP, Complete Streets Coalition, the National Highway Traffic Safety Administration, advocate extensive involvement by as many citizen, environmental, transit and business groups as possible. Extensive involvement of interest groups is particularly critical in implementing the Complete Street Concepts. Active participation by groups advocating the concerns of elderly Americans are especially important. Some of the common themes in this regard are:

- Early involvement by as many different stakeholders as possible
- Many places in the country have one, or more, “consumer” oriented advocacy groups as well as one, or more, “provider” oriented groups
- Each Complete Streets program should design the roles of any such group to fit its unique characteristics
- Extensive input from the adjacent local government jurisdictions is important.

GOAL 4	Actively Engage All Affected Parties To Develop And Focus On Environmental, Health And Elderly Interests In All Phases Of Transportation Projects.
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Objective 4A – Within six (6) months of adoption of these Goals and Objectives by the County Council, a technical advisory committee, or committees, which would represent private development interests and governmental interests, will be established by the County Council

Effectiveness Measures

- Establishment of technical advisory committee
- Evidence of technical advisory committee input in the development of projects implementing the Complete Streets principles in the prioritization, planning, funding and implementation of transportation projects
- Evidence of coordination among agencies and departments in the development of projects implementing the Complete Streets principles in the prioritization, planning, funding and implementation of transportation projects
- Evidence of training for County personnel and engineering consulting firms regarding implementation of the Complete Streets principles

Objective 4B - Within 6 months of adoption of these Goals and Objective by the County Council, a citizen advisory committee, or committees, representing consumer interests will be established by the County Council.

Effectiveness Measures

- Establishment of citizen advisory committee
- Evidence of citizen advisory input in the development of projects implementing the Complete Streets principles in the prioritization, planning, funding and implementation of transportation projects

Goal 4 - Implements the following provisions of the March 2009 County Strategic Plan

- Strategic Priority – Manage Growth – Strategy 4 – improve collaboration among local jurisdictions to ensure coordinated planning and infrastructure investment

Goal 4 - Implements the following provisions of the December 2009 Comprehensive Plan

- None directly related to stakeholder roles in the Plan implementation process

Issue: Centers for Disease Control and Prevention (CDC) has identified transportation policies that can have profound positive impact on health. CDC supports strategies that can provide a balanced portfolio of transportation choices that supports health and reduces health care costs. Good transportation policies can:

- Reduce injuries associated with motor vehicle crashes
- Encourage healthy community design
- Promote safe and convenient opportunities for physical activity by supporting active transportation infrastructure
- Reduce human exposure to air pollution and adverse health impacts associated with these pollutants
- Ensure that all people have access to safe, healthy, convenient, and affordable transportation

Dangerous By Design, Michelle Ernst & Lilly Shoup, Transportation For America, Fall 2009

- “...More than two-thirds of US adults are obese, or overweight, according to the CDC prevention guidelines...” [pg.11]
- “...Neighborhoods built to support physical activity have strong potential to contribute to increased physical activity. Designing neighborhoods to support physical activity can now be defined as an international public health issue...” [pg. 12]

GOAL 5	Improve Health And Well-Being Of Residents Of All Ages And Income Levels By Fostering Higher Levels Of Physical Activity Through The Creation Of A More Walkable And Bikeable Transportation And Community Infrastructure.
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Objective 5A - Increase the average number of minutes of walking per week and users of walking facilities by twenty (25%) percent by 2014.

Effectiveness Measures:

- Average number of minutes of weekly walking reported by residents via approved health evaluation methods
- Number of persons using walking facilities as determined by approved health evaluation methods

Objective 5B - Increase the average number of minutes of bicycling per week and users of bike facilities by fifteen (15%) percent by 2014.

Effectiveness Measures:

- Average number of minutes of weekly biking reported by residents via approved health evaluation systems
- Number of persons using bike facilities as determined by approved health evaluation methods

Goal 5 Implements the following provisions of the March 2009 County Strategic Plan

- Strategic Priority - Manage Growth – Strategy 4 - improve collaboration among local jurisdiction to ensure coordinated planning and infrastructure investment
- Strategic Priority – Improve Transportation Infrastructure – Strategy 5 – promote the availability of alternative modes of transportation, such as greenways, bike lanes and sidewalks

Goal 5 Implements the following provisions of the December 2009 Comprehensive Plan

- Population Element – Goal 2 – plan for a variety of lifestyles and landscapes
- Community Facilities Element – Goal 1 – ensure the equitable distribution of community services and facilities
- Future Land Use Element - Goal 6 – promote transit oriented development designed for pedestrians without excluding automobiles

Richland County Council Request of Action

Subject

Conservation Easement-Clark Family Property [*Forwarded from the D&S Committee*] **[PAGES 117-129]**

Notes

June 22, 2010 - The committee directed staff to review terminology used in the easement prior to presentation to Council. The committee recommended that Council approve the request to accept the conservation easement on 12 acres owned by Kenneth Clark. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Conservation Easement-Clark Family Property

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 12 acres as a donation in northwest Richland County in order to protect a valuable floodplain, wetlands, natural resources, water quality, wildlife, and preserve valuable open space.

B. Background / Discussion

Kenneth Clark, 1601 Old Tamah Road, Irmo, SC 29063, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for pasture, wildlife, and scenic beauty. The property is a critical segment of the Hollingshed Creek Watershed and offers a buffer along streams. The Conservation Commission recommends fair compensation for protecting valuable open space in Richland County. The property faces development pressures near Dutch Fork High School to be converted to high density sub-divisions. The property is located in County Council District #1 where extensive development has occurred. The Clark Family would like to contribute to a new conservation image for their community and protect the rural integrity of the family property. We salute their donation and conservation values.

C. Financial Impact- \$12,000

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits and fair compensation. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in the Hollingshed Creek Watershed.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 12 acres owned by Kenneth Clark.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	6-28-2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers	Date: 6/10/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 6/11/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this day of June, 2010, by Clark Family Real Estate Trust having an address as 1601 Old Tamah Road, Irmo South Carolina, 29063, to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina more particularly described below (the "Property").

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms are defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses that may be made of the Property and grants grantee.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

- The furtherance of the South Carolina Conservation Easement Act, §27-8-10 which authorizes the acquisition of conservation easements by non-profit organizations;
- The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.
- The protection of water quality deriving from the Property's location adjacent to the Broad River, which provides a source of drinking water and recreation for the Midlands of South Carolina.
- The protection of cultural resources identified by the Richland County Conservation Commission as in need of preservation to protect the scenic and ecological integrity of the Broad River community.
- The preservation of the Property as significant wildlife habitat and traditional hunting lands in this habitat rich area.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, hunting, or historic resources of the Property are collectively referred to herein as the "conservation values" of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Present Condition Report (the "Report") prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use

or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of (\$12,000) dollars and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and §27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as in Attachment A.

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property as defined by the South Carolina Conservation Easement Act of 1991, of the nature and character described herein. Grantor will neither perform, nor knowingly allow another person to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Statement of Purpose

The Purpose of this Easement is to preserve the historically significant attributes of the Property and enable the Property to remain in traditional use by preserving and protecting its historic, scenic and rural nature and its other conservation and wildlife habitat features. No activity that significantly impairs the conservation values of the Property shall be permitted. To the extent that the preservation and protection of the natural, recreational or habitat values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and bequest the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

4. Limitation on Subdivision and Development

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The Property may be subdivided to create two (2) new residential lots not to exceed one (1) acre each, provided that such lots are certified to be outside the floodway as designated by

Richland County. Each lot shall have access to a public road as required by the Richland County land use requirements. There shall be no multi-family, industrial, or commercial use of the Property.

5. Rights to Use Property for Traditional Purposes

Grantor retains the right to use the Property for traditional agricultural, recreational, and hunting purposes or to permit others to use the Property for agricultural, recreational and hunting purposes, in accordance with applicable law.

6. Right to Privacy

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

7. Right to Use the Property for Customary Rural Enterprises

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; or firewood distribution, recreational and commercial hunting, fishing and trapping, so long as such uses are not inconsistent with the Purpose of this easement.

8. Permission of Grantee

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

9. Construction of Buildings and Other Improvements

Grantor may make improvements on the Property only as provided in this Section. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of buildings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its records current.

1) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

2) New Ancillary Structures & Improvements – New ancillary buildings and other structures and improvements to be used primarily for agricultural, equestrian or educational purposes may be built on the Property only with the permission of the Grantee.

3) Structures: There may be no multi family, commercial or industrial structures built on the Property. There may be two (2) single family dwelling built on each lot created under Section 4 above. No other residential construction is allowed.

4) Recreational Improvements – Grantor may construct blinds, stands and other facilities for viewing and/or hunting wildlife. Other passive recreational improvements may be built with the permission of the Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property or may the Property be used for a use inconsistent with the Purpose.

5) Utility Services and Septic Systems – Existing wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed and replaced. Grantor may grant reasonable easements over and under the Property for septic or other utility systems serving the improvements permitted herein.

6) Roads – There may be one road of impervious surface constructed on the property. Grantor may build walking trails and dirt or gravel roads to be used for recreational or agricultural purposes.

7) Vegetative Buffer - There shall be no development or land clearing activities within 100 feet of a river, stream, creek bed, or wetland. Such areas shall remain a vegetative buffer for water quality purposes at all times. Minor clearing, to include hand pruning and hand removal of ground and mid-story plants, trees and vegetation may occur within the 100 buffer.

10. Maintenance and Improvement of Water Sources

Grantor retains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with law.

11. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

12. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a duly qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changes or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluence may be undertaken if in accordance with applicable law and only if a qualified professional environmental consultant certifies in writing that the application of said materials will not substantially diminish the conservation values and productivity of the Property.

14. Forest Management

The property may be commercially timbered and replanted in accordance with either the conservation plan referenced in Section 12 above or a forest management plan prepared by a qualified professional forester.

15. Mining

Exploration for, or development and extraction of, sand, dirt, top soil, minerals and hydrocarbons from the Property by any method are prohibited.

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the roads approved in the reserved area under Section 9, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

17. Hazardous Waste

No waste, radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.

18. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:

- (a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on or to protect its interest in the Property, Grantor will reimburse Grantee for the same.
- (b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.
- (c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys’

fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

(d) Insurance - Grantor and Grantee shall at all times carry adequate insurance covering their activities on the property.

(e) Inspection - Grantor hereby grants and conveys unto Grantee, its successors and assigns, the easement and right of Trust and its agents to enter upon and inspect the Property, with access over and across the Property if necessary, for compliance with this Conservation Easement at any time and from time to time, provided that Owner is first given notice of any such visit, at least seven (7) days in advance, except in cases of suspected or known violations of this Conservation Easement.

19. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

20. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation.

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

(a) money damages, including damages for loss of the conservation values protected by this Easement; and

(b) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

21. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a “qualified organization” under Section 170(h) of the Code and under the S.C. Conservation Easement Act of 1991, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in writing at least thirty (30) days before any easement transfer. Transfer shall not occur before Grantor has given written consent, which will not be unreasonably withheld.

22. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

23. Amendment of Easement

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee’s easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

24. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 24 above, shall have a value equal to a percentage (the “Proportionate Share”) of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantee shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

26. Interpretation

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

27. Successors

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

28. Severability

Invalidation of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

29. Notices

Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses, or such other addresses as the parties may designate by notice:

To Grantor:
Ken and Elizabeth Clark
1601 Old Tamah Road
Irmo, South Carolina, 29063

To Grantee:
Manager, Richland County Conservation Commission
P.O. Box 192
Columbia, SC 29202

30. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except the lien for current ad valorem taxes and hereby promises to defend the same against any and all claims that may be made against it.

31. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

32. Subsequent Encumbrances

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise impair the conservation values of the Property is prohibited, except with the permission of Grantee.

33. Grantor’s Environmental Warranty

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney’s fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

34. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

35. Acceptance

As attested by the Seal of Richland County Council and the signature of its President affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness

Clark Family Real Estate Trust
Kenneth Clark
Elizabeth Clark

Witness

Accepted:

Witness:

Richland County

By _____
Chairman

Witness

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this ____ day of August 2010 and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)
My commission expires:



Richland County Council Request of Action

Subject

Child Sexual Predator Program Grant-Sheriff's Department [*Forwarded from the A&F Committee*][**PAGES 131-134**]

Notes

June 22, 2010 - The committee recommended that Council approve the request to approve the grant proposal for the Child Sexual Predator Program. The committee recommended that funds to pay for this position be absorbed in the Sheriff Department budget in two years when grant funds are no longer available. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Child Sexual Predator Program/ Full-time Personnel/ No Match

A. Purpose

County Council is being requested to approve the grant proposal for the COPS Child Sexual Predator Program. This addition was not included in the Grant Budget Request for 2010-2011.

B. Background / Discussion

The Richland County Sheriff's Department will be submitting an application under the COPS Child Sexual Predator Program. This project will provide a dedicated criminal investigator to assist with the maintenance and compliance of the Richland County Sheriff's Department Sex Offender Registry. The investigator will also focus on the location and apprehension of child sexual predators. This request was not included in the original Grant Budget Request because it was unknown if Richland County would be eligible. This program is open by invitation only from the United States Attorney's Office. Richland County was one of only two nominated agencies in South Carolina. This position is required to be picked up by county funds once grant funds are no longer available. Note the grant period is twenty four months in length.

C. Financial Impact

Once the grant is closed, Richland County will be required to maintain this position with an estimated cost of \$47,192 per year.

Grant Program	Costs	Match
Child Sexual Predator Program	\$47,192	\$0
Total Grant Budget Request	\$47,192	\$0

D. Alternatives

1. Approve the request to fund this program to enhance the location and apprehension of child sexual predators and to support the maintenance of the Richland County Sex Offender Registry.
2. Do not approve, forfeit funds, and decrease likelihood for future funding.

E. Recommendation

It is recommended that Council approve the request to approve grant proposal for the COPS Child Sexual Predator Program.

Recommended by: Department: Date:
Chief Deputy Dan Johnson, Richland County Sheriff's Depart. July 2, 2010

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 6/10/10
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: No recommendation on acceptance of the grant.
As stated in section c, approval would require the county to maintain the position and identify funding after one year.

Procurement

Reviewed by: Rodolfo Callwood Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: No recommendation.

Grants

Reviewed by: Sara Salley Date: 6/15/2010
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Council Discretion

Legal

Reviewed by: Larry Smith Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Council discretion

Administration

Reviewed by: Sparty Hammett Date: 6/16/10
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Council discretion.

**Grant Funded: Position Funding Request
For Fiscal Year 2010 - 2011
New Position Funding Request**

Section A - Basic Information

Requesting Department Name & Number: Sheriff

Title & Pay Grade of Position Requested: Investigator

Number of this Position Requested: 1

Will this new position require police retirement?
(If yes you must put Y, if no you must put N) Y

	<i>Column 1</i>	<i>Column 2</i>
	<i>Single Position</i>	<i>All Positions</i>
<i>Section B - Compensation</i>		
Salary (must be requested at the minimum salary for the pay grade)	\$ 34,563	\$ 34,563
FICA Expense (Salary X .0765)	2,644	2,644
Regular Retirement (Salary X .0939)	-	-
Police Retirement (Police Salary X .1153)	3,985	3,985
Health & Dental Insurance	6,000	6,000
Workers Compensation	-	-
TOTAL COMPENSATION COST	\$ 47,192	\$ 47,192
Grant % <u>100.00%</u>	47,192	47,192
County match portion % _____	-	-

Section C - Costs Associated with Position

Operating Costs (Supplies, Fuel, Phones, Etc.) <i>Please list below</i>	Each	Total
fuel, phone, computer, radio, camera and accessories	COST \$ 20,375	\$ 20,375

Does the grant help pay for these items? If so, split costs here:
Grant portion 100
County portion -

Capital Costs (Equipment, Vehicle, Etc.) <i>Please list below</i>	Each	Total
Vehicle	COST \$ 26,000	\$ 26,000

Does the grant help pay for these items? If so, split costs here:
Grant portion 100
County portion -

All costs on this form are associated with this grant request ONLY and should not be included on the budget request worksheet.

TOTAL COST TO GRANT \$	47,392	\$ 47,192
TOTAL COST TO COUNTY \$	-	\$ -

H.R. USE ONLY

PAY GRADE _____ CLASS _____ HUMAN RESOURCES APPROVAL _____

Richland County
Grant Application Request
Fiscal Year 2011 (July 2010 – June 2011)

Complete a separate form for each grant application you intend to submit.

Section A: Basic Information

1.) Department: RCSD		2.) Dept. Contact: Traci Dove	
3.) Grant Title of Project: Child Sexual Predator Program/Sex Offender Registry Enforcement			
4.) Grant Program: COPS Child Sexual Predator Program			
5.) Grantor: COPS		6.) Fund Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other (check one)	
7.) Grant Period: From 10/1/10 To 9/30/12		8.) Application Due Date: June 30, 2010	
9.) Status: <input type="checkbox"/> Application sent – date <input checked="" type="checkbox"/> To be submitted – date June 2010		10.) Anticipated Award Date: September 2010	
11.) <input checked="" type="checkbox"/> New Grant? or <input type="checkbox"/> Continuation Grant? (check one)		12.) If continuation grant, what is previous grant #?	
13. a.) Amount of grant funds requested: \$200,000	13. b.) Percentage of total request: 100%	14. a.) Amount of matching funds requested: \$0	14. b.) Percentage of total request: 0%
15.) Total Project Cost: (Grant funds requested + matching funds requested) \$200,000 = 100%			

Section B: Project Description

16.) Provide a general statement of the purpose of the grant. This project would provide funding for a dedicated full time criminal investigator, a part-time investigator and related equipment and supplies to enhance the maintenance and compliance with the Richland County Sex Offender Registry. This position would also work closely with the U.S Attorney's Office and the U.S. Marshals Service in the location and apprehension of child sexual predators.

Section C: Financial Impact

17.) Does grant allow administrative (indirect) costs? No If yes, what percentage? _____
 When applying for the grant, be sure to include this amount in your budget to assist with the County's and your Department's indirect costs of managing the grant.

Grant Personnel

For new grants:

18. a.) How many new, full-time positions will be created by this grant? 1
 Please complete and attach a **Grant Funded New Position Funding Request** form for each new position type (mandatory)

For continuation grants:

18. b.) How many full-time positions will be continuing with this grant?

For all:

19.) Does the grant require positions to be maintained following conclusion of the grant? Yes

20.) If yes, for how long? (i.e., one local fiscal year, 12 months, etc.) 12 months

21.) Is this grant funded through the American Recovery and Reinvestment Act? No

Richland County Council Request of Action

Subject

Contract Renewal for Detention Center Fire and Security System [*Forwarded from the A&F Committee*] [**PAGES 136-137**]

Notes

June 22, 2010 - The committee recommended that Council approve the request to renew the contract with Honeywell, Inc. for \$340,340. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Honeywell Inc.

A. Purpose

County Council is requested to approve the expenditure in the amount of \$ 340,348.00 for full maintenance coverage on the fire and security system for the Bluff Road Facility.

B. Background / Discussion

Honeywell, Inc. provides full coverage on the fire and security systems. This request was first made during the 94-95 FY budget process. Council has renewed the Honeywell, Inc. contract each year since 94-95 FY. Funding for the contract has been requested in the FY 10/11 budget. This vender provided excellent service for FY 09/10.

Honeywell provide service to the security and fire system to the facility. The security system consists of motion detectors, cameras, door alarms, and control panels. The fire system consists of the sprinklers, smoke evacuators, and detectors.

C. Financial Impact

The estimated expenditure is \$ 340,348.00 of the \$ 534,954.00 requested in Account #2100-5226, Service Contracts.

D. Alternatives

1. Approve the request to renew the contract to Honeywell, Inc. for \$ 340,348.00 for FY 10/11.
2. Do not approve contract for the expenditure of maintenance coverage on the fire and security system for the Bluff Road Facility.

E. Recommendation

It is recommended that Council approve the request to renew the contract for Honeywell, Inc. for \$340,348.00 for FY 10/11 .

Recommended by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010 .

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/7/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Contingent upon approval of the FY11 budget

Procurement

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 6-7-10

Recommend Council denial

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/8/10

Recommend Council denial

Richland County Council Request of Action

Subject

Contract Renewal for Detention Center Food Services *[Forwarded from the A&F Committee]* **[PAGES 139-140]**

Notes

June 22, 2010 - The committee recommended that Council approve the negotiations and renew the contract to ABL Food Services, Inc. for the approximate amount of \$1,532,424. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: **Food Service Management**

A. Purpose

County Council is requested to approve the expenditure for \$1,532,424.00 for food service.

B. Background/Discussion

This is an annual renewal for food service for the Alvin S. Glenn Detention Center. ABL has provided the Detention Center with quality food service for the past year.

ABL Food Service is responsible to provide the inmates housed at the detention facility a nutritious meal. This also includes special diets for medical and religious purposes. ABL will serve approximately 1,225,400 meals for FY 10/11.

C. Financial Impact

The estimated expenditure is \$1,532,424.00 of the \$5,051,525.00 requested in Account # 2100-5265, Professional Service. Also, additional cost would be incurred if the population exceeds 1150 on any given day.

D. Alternatives

1. Renew the ABL Food Service Management Contact.
2. Do not renew contract

E. Recommendation

It is recommended that Council approve the negotiations and renew the contract to ABL Food Service Inc for the approximate amount of \$1,532,424.00

Recommended by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/3/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Contingent upon funding approval

Procurement

Reviewed by: Rodolfo Callwood

Date: 6/3/10

Recommend Council approval
Comments regarding recommendation:

Recommend Council denial

Legal

Reviewed by: Larry Smith
 Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

Administration

Reviewed by: Sparty Hammett
 Recommend Council approval
Comments regarding recommendation:

Date: 6/9/10
 Recommend Council denial

Richland County Council Request of Action

Subject

Contract Renewal for Detention Center HVAC System *[Forwarded from the A&F Committee]* **[PAGES 142-143]**

Notes

June 22, 2010 - The committee recommended that Council approve the request to renew the contract with W.B. Guimarin & Company in the amount of \$159,075. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: W.B Guimarin & Company, Inc.

A. Purpose

County Council is requested to approve the expenditure for \$159,075.00 on maintenance for the Bluff Road Facility Housing and Energy Plant.

B. Background / Discussion

W.B. Guimarin & Company Inc. is not the only company that can service the equipment, but is a preference as the original installer. Other companies can provide service, but it would be at a higher rate and they must learn the system. This request was first made during the 94/95 FY budget process. Council has renewed the W.B. Guimarin & Company contract each year since the 94/95 FY. Funding for the contract has been requested in the FY 10/11 budget.

The company provides services to heating ventilation and the air conditioning (HVAC) system at the Detention Center. The service is needed to ensure a climate controlled environment. This aids the officers in managing the inmate population.

C. Financial Impact

The estimated expenditure is \$159,075.00 of the \$534,571.00 requested in Account #2100-5226, Service Contracts.

D. Alternatives

1. Approve the request to renew the contract to W. B. Guimarin & Company in the amount of \$159,075.00 for FY 10/11.
2. Do not approve the contract for the expenditure of maintenance to the Bluff Road Housing and Energy Plant from W.B. Guimarin & Company in the amount of \$159,075.00 for FY 10/11.

E. Recommendation

It is recommended that Council approve the request to renew the contract for W.B. Guimarin & Company in the amount of \$159,075.00.

Recommended by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Item# 23

Attachment number 1
Page 1 of 2

Reviewed by: Daniel Driggers
✓ Recommend Council approval

Date: 6/03/10
 Recommend Council denial

Comments regarding recommendation: Contingent upon funding approval in the FY11 budget

Procurement

Reviewed by: Rodolfo Callwood
 Recommend Council approval

Date:6/14/2010
 Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith
✓ Recommend Council approval

Date:
 Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett
✓ Recommend Council approval

Date: 6/14/10
 Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Contract Renewal for Detention Center Medical Services *[Forwarded from the A&F Committee]* **[PAGES 145-146]**

Notes

June 22, 2010 - The committee recommended that Council renew the contract for medical services with Correct Care Solutions. The vote in favor was unanimous.

Richland County Council Request Of Action

Subject: Renew Contract with Correct Care Solution Detention Center Medical Services

A. PURPOSE:

The Detention Center requests for County Council renew the medical contract with Correct Care Solutions (CCS). The renewal is for \$3,843,271.00 for FY 10/11 with Correct Care Solutions for inmate medical services.

B. BACKGROUND / DISCUSSION:

In September 2005, County Council decided to terminate its inmate services medical contract with Prison Health Service. After a formal procurement process, County Council elected to award CCS the inmate medical service contract for the Detention Center in March 2006.

This is an annual process for budget items over \$100,000.00 to be taken before Council for approval. The Detention Center is satisfied with the vendor service, and any issue that have come up, we have been able to resolve them quickly.

C. FINANCIAL IMPACT:

The estimated expenditure is \$3,843,271.00 of the \$5,051,525.00 requested in account # 2100-5265, Professional Services.

D. ALTERNATIVES:

1. Approve the request to renew the contract with Correction Care Solutions.
2. Do not approve renewal.

E. RECOMMENDATION:

The Department recommends that Council approve the request to renew the medical contract with CCS.

Recommend by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/3/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Contingent upon approval of funding

Item# 24

Procurement

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date:6/3/10

Recommend Council denial

Legal

Reviewed by: Larry Smith

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Richland County Council Request of Action

Subject

COP's Hiring Program Grant-Sheriff's Department [*Forwarded from the A&F Committee*] **[PAGES 148-151]**

Notes

June 22, 2010 - The committee recommended that Council approve the request to approve the additional personnel request for the COPS Hiring Program. If approved by Council, the committee recommends that Council direct staff to indicate that there may have to be a tax increase to fund these positions once the grant ends. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: COPS Hiring Program/ Full-time Personnel/ No Match

A. Purpose

County Council is being requested to approve the addition of fifteen full-time positions from the COPS Hiring Program. This request was not included in the Grant Budget Request for 2010-2011.

B. Background / Discussion

The Richland County Sheriff's Department is preparing an application for funding through the COPS Hiring Program. This request was not included in the original Grant Budget Request because it was unknown if Richland County would be eligible. This program is open by invitation only. Please note that the number of positions requested is subject to decrease, depending on program guidelines, which have not been released. These positions are required to be picked up by county funds once grant funds are no longer available. This grant is for three years of salary and fringe benefits of Deputies to be assigned to the patrol division.

C. Financial Impact

Once the grant is closed, Richland County will be required to maintain this position with an estimated cost of \$650,565 per year.

Grant Program	Costs	Match
COPS Hiring	\$650,565	\$0
Total Grant Budget Request	\$650,565	\$0

D. Alternatives

1. Approve the request to fund this program to provide patrol officers to increase community policing and crime response and suppression in Richland County.
2. Do not approve, forfeit funds, and decrease likelihood for future funding.

E. Recommendation

It is recommended that Council approve the request to approve the additional personnel request for the COPS Hiring Program.

Recommended by: Department: Date:
Chief Deputy Dan Johnson, Richland County Sheriff's Depart. July 2, 2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Approval is Council discretion. Acceptance of the grant would be an automatic increase to the recurring budget dollars for public safety of at least \$650k per year and does commit the County to adding 15 positions without funding after the grant funds are used. Based on current conditions this would equate to a .5 mill increase to the general fund tax rate.

Procurement

Reviewed by: Rodolfo Callwood

Date:6/16/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 6/16/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council Discretion

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Administration

Reviewed by: Sparty Hammett

Date: 6/16/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion.

Richland County
Grant Application Request
Fiscal Year 2011 (July 2010 – June 2011)

Complete a separate form for each grant application you intend to submit.

Section A: Basic Information

1.) Department: RCSD		2.) Dept. Contact: Traci Dove	
3.) Grant Title of Project: Hiring Program			
4.) Grant Program: COPS Hiring Program			
5.) Grantor: COPS		6.) Fund Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other (check one)	
7.) Grant Period: From 10/1/10 To 9/30/13		8.) Application Due Date: June 16, 2010	
9.) Status: <input type="checkbox"/> Application sent – date <input checked="" type="checkbox"/> To be submitted – date 6/16/10		10.) Anticipated Award Date: September 2010	
11.) <input checked="" type="checkbox"/> New Grant? or <input type="checkbox"/> Continuation Grant? (check one)		12.) If continuation grant, what is previous grant #?	
13. a.) Amount of grant funds requested: \$2,059,155	13. b.) Percentage of total request: 100%	14. a.) Amount of matching funds requested: \$0	14. b.) Percentage of total request: 0%
15.) Total Project Cost: (Grant funds requested + matching funds requested) \$2,059,155 = 100%			

Section B: Project Description

16.) Provide a general statement of the purpose of the grant. To provide uniform deputies to be assigned to the patrol division to perform community policing activities and general law enforcement duties.

Section C: Financial Impact

17.) Does grant allow administrative (indirect) costs? No If yes, what percentage? _____
 When applying for the grant, be sure to include this amount in your budget to assist with the County's and your Department's indirect costs of managing the grant.

Grant Personnel

For new grants:

18. a.) How many new, full-time positions will be created by this grant? 15
 Please complete and attach a **Grant Funded New Position Funding Request** form for each new position type (mandatory)

For continuation grants:

18. b.) How many full-time positions will be continuing with this grant?

For all:

19.) Does the grant require positions to be maintained following conclusion of the grant? Yes

20.) If yes, for how long? (i.e., one local fiscal year, 12 months, etc.) 12 months

21.) Is this grant funded through the American Recovery and Reinvestment Act? No

**Grant Funded: Position Funding Request
For Fiscal Year 2010 - 2011
New Position Funding Request**

Section A - Basic Information

Requesting Department Name & Number: RCSD

Title & Pay Grade of Position Requested: Deputy Sheriff

Number of this Position Requested: 15

Will this new position require police retirement? Y
(If yes you must put Y, if no you must put N)

	<i>Column 1</i>	<i>Column 2</i>
	<i>Single Position</i>	<i>All Positions</i>
<u>Section B - Compensation</u>		
Salary <i>(must be requested at the minimum salary for the pay grade)</i>	\$ 31,000	\$ 465,000
FICA Expense (Salary X .0765)	2,372	35,573
Regular Retirement (Salary X .0939)	-	-
Police Retirement (Police Salary X .1153)	3,574	53,615
Health & Dental Insurance	6,000	90,000
Workers Compensation	140	2,100
TOTAL COMPENSATION COST	\$ 43,086	\$ 646,287
Grant % <u>100.00%</u>	43,086	646,287
County match portion % <u>0.00%</u>	-	-

Section C - Costs Associated with Position

Operating Costs (Supplies, Fuel, Phones, Etc.) *Please list below* Each Total
COST \$ \$

Does the grant help pay for these items? If so, split costs here: Grant portion
County portion

Capital Costs (Equipment, Vehicle, Etc.) *Please list below* Each Total
COST \$ \$

Does the grant help pay for these items? If so, split costs here: Grant portion
County portion

All costs on this form are associated with this grant request ONLY and should not be included on the budget request worksheet.

TOTAL COST TO GRANT \$ 43,086 \$ 646,287
TOTAL COST TO COUNTY \$ - \$ -

H.R. USE ONLY
PAY GRADE _____ CLASS _____ HUMAN RESOURCES APPROVAL _____

Richland County Council Request of Action

Subject

An Ordinance establishing a polciy for grant administrative fees and establishing the amount of such fees *[Forwarded from the A&F Committee]* **[FIRST READING] [PAGES 153-154]**

Notes

June 22, 2010 - The committee recommended that Council approve the request to allocate administrative fees for internal grants and charge outside application and administrative fees to organizations for pass-through grants. The committee also recommended that Council direct staff to draft an ordinance regarding indirect cost allocation. This ordinance will be reflected every year in the budget or by each grant. The vote in favor was unanimous.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE ESTABLISHING A POLICY FOR GRANT ADMINISTRATIVE FEES AND ESTABLISHING THE AMOUNT OF SUCH FEES.

WHEREAS, Richland County is often asked to apply for grants in partnership with other entities and act as the fiscal agent for such entities; and

WHEREAS, there are certain administrative costs associated with such grant requests, including but not limited to, review and analysis of grant applications, processing of grant agreements, reimbursement requests and payments, and grant reporting; and

WHEREAS, current economic realities have made it necessary to recover a portion of the administrative costs associated with grant assistance provided by Richland County;

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

SECTION I. Richland County as Applicant for County Programs and Functions.

When applying for any grant on the County's behalf, the applying department must apply for the maximum administrative cost as allowed for such grant.

SECTION II. Richland County and outside organization as Grant Partners. The following policies shall apply when Richland County is acting in partnership with an outside organization at the request of such organization, including, but not limited to pass-through grants, conduit grants, and set-aside grants:

a. All requests for Richland County to partner with an outside entity to apply for a grant shall be made to the Richland County Grants Manager's. Such requests will be made on the Partnership Request Form, which will then be used to assess the proper fees provided for herein.

b. If, after review if the Partnership Request Form, the County decides to partner with the outside organization, the organization shall pay to the County a Grant Application Processing Fee. This fee shall be paid prior to the submission of the grant application. If the Grant Application Processing Fee is not paid by the submission due date, the grant application will not be submitted by the County.

c. In order to defray the administrative costs associated with such grants, each organization partnering with Richland County shall collect administrative costs as allowed by each granting agency and applicable regulations.

d. When allowed by the granting agency and applicable regulations, Richland County shall include in the grant application, administrative costs of not less that 50% of the allowable maximum administrative fees, which shall be collected by Richland County.

e. When administrative fees cannot be included in the grant application, or when the Grants Manager finds that the allowed administrative costs do not cover the costs of the County's services, the outside organization shall be required to pay for the County's administrative costs, per the Grant Administration Fee Schedule. In making such finding, the Grant Manager shall consider: financial oversight and compliance; legal review of award documents and MOU agreements; additional burden of the cost of the County's yearly audit Drawdown of funds from granting agency; making requests for reimbursement of funds from Granting Agency; handling requests for reimbursement of funds from outside agency implementing project; financial reporting oversight; program reporting oversight; and ARRA Stimulus reporting oversight. The County shall notify organizations that the administrative fees are being imposed by the County and not by the granting agency.

f. **Grant Administration Fee Schedule:**

Grant Application Processing Fee - \$150.00

Administrative Fees:

Non-Profit/Governmental Rates

Grants Less than \$250,000	.25% of Grant Funds (Up to \$625)
Grants \$250,000 - \$500,000	.50% of Grant Funds (\$1,250 - \$2,500)
Grants \$500,001 and Up	.75% of Grant Funds (\$3,750 and up)

For-Profit Rate

Grants Less than \$250,000	.50% of Grant Funds (Up to \$1,250)
Grants \$250,000 - \$500,000	.75% of Grant Funds (\$1,825 - \$3,750)
Grants \$500,001 and Up	1% of Grant Funds (\$5,000 and up)

f. Exceptions:

1. If the County Administrator determines that administration of a specific grant will place extraordinary burdens upon the County, a higher administrative fee may be charged with authorization of the County Council, if in compliance with the terms of the grant.

2. No grant administration fees shall be assessed for grants related to County-initiated projects on County-owned property.

SECTION III. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION V. Effective Date. This Ordinance shall be effective from and after _____.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair
Richland County Council

ATTEST THIS THE _____ DAY

OF _____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

Richland County Freedom of Information Policy *[Forwarded from the A&F Committee]***[PAGES 156-160]**

Notes

June 22, 2010 - The committee recommended that Council approve the request to adopt the policy governing how FOI requests are handled and processed. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Richland County Freedom of Information Policies and Procedures Manual

A. Purpose

Richland County Council is being asked to approve an official policy which would govern how Richland County departments will respond and efficiently comply with Freedom of Information requests. The proposed policy complies with the South Carolina Freedom of Information Act Statute and seeks to centralize and streamline how these requests are handled, while establishing a uniform fee structure.

B. Background / Discussion

Each year the county processes several hundred official FOI requests. Currently, the vast majority of these requests are documented by the county Ombudsman for follow up by departments, however as it stands there is no official county policy on how these requests should be processed or a uniform policy on the fees that should be charged particularly for requests requiring intensive research and documentation (copies).

It is therefore requested that Richland County Council adopt the official policy proposed in the Richland County Policies and Procedures Manual which complies with the South Carolina Freedom of Information Act. Among the highlights of this policy:

- Calls for the County Ombudsman's Office to compile and maintain a computerized log of all FOIA requests (something which currently takes place, though unofficially).
- All FOIA requests must be in writing and include the date, specific information being requested, as well as contact information and signature of the requester.
- The department receiving the request must date and time stamp the FOIA immediately upon receipt and retain a copy on file in their respective office.
- The policy calls for all requests to be responded to within 15 days, excluding Saturdays, Sundays, and holidays, after receipt of a written request.
- The County shall provide full disclosure of public records in its possession or control, except those specifically exempted by the state's FOIA.
- The policy clearly states a fee structure for copying and researching information (page 2), which includes \$.25 per page for copying and an hourly fee for record research based on the hourly rate (salary) of the person researching the records requested.

C. Financial Impact

There is no financial impact on adopting this policy, rather it will streamline and make uniform the current unofficial policy.

D. Alternatives

1. Approve the request to adopt of the official policy governing how FOI requests are handled.
2. Do not approve the official policy government how FOI are processed.

E. Recommendation

It is recommended that Council approve the request to adopt the Richland County Policies and Procedures Manual governing how FOI requests are handled and processed.

Recommended by: Stephany Snowden Department: PIO Date: 5/13/2010

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 5/17/10
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: I would recommend approval but would suggest, for clarification, that the policy be amended to include language that the fee is considered revenue to the County and not a reimbursement to County departments.

Legal

Reviewed by: Larry Smith Date:
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Council discretion

Administration

Reviewed by: J. Milton Pope Date: 5-19-10
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Recommend approval

RICHLAND COUNTY
POLICIES AND PROCEDURES MANUAL

Policy Title: Freedom of Information
Section: 1
Department: Administrative Policy Number: AD-070
Effective Date:
Page: 1 of 3

I. Purpose

To establish a policy, which complies with the South Carolina Freedom of Information Act (FOIA) in a responsive, appropriate and efficient manner. Richland County will attempt to provide the fullest and most rapid public access to County records and information so the rights of an informed public remain protected. FOIA requests must be responded to within 15 days, excluding Saturdays, Sundays and holidays, after receipt of a written request. The County recognizes the competing interest of personal privacy and the right of the public to have access to information concerning the conduct of the public's business. The County shall provide full disclosure of public records in its possession or control, except those specifically exempted by the state's FOIA.

II. Policy

It shall be the policy of Richland County to adhere to the following procedure:

- A. All FOI requests must be in writing to include the date, specific information being requested, name, address, phone number and signature of the requester.
- B. The department receiving the request must date and time stamp the FOI immediately upon receipt and retain a copy on file in the respective office.
- C. All requests under the South Carolina Freedom of Information Act must be faxed or hand delivered to the County Administrator's office the same day received addressed to the attention of :

The County Administrator
Richland County Government
P.O. Box 192, Suite 4069
Columbia SC 29204
Fax: 803-576-2137

- D. The County Administrator or his designee will advise the respective department and requestor once a determination is made whether the information requested is exempt from disclosure. FOI Requests must be responded to within the 15 days, excluding Saturdays, Sundays and holidays after receipt of the written request. If an attorney's opinion is needed on an issue related to availability of records, the County Administrator or his designee will ask for an extension agreement by letter. The County Administrator or designee will provide a copy of this letter, along with the request to the County Attorney for preparation of the opinion and/or appropriate response. If any agreement is made that varies the requirements of the Act, it must be made in writing with a copy delivered to the requestor acknowledging the agreement.

E. Public records and documents are open for inspect and/or copy and the public should be permitted to review them upon request if reasonable. However, such inspections shall be appropriately supervised.

Section 30-4-30(a) of Code of Laws of South Carolina (1976), as amended provides that:

“any person has a right to inspect or copy ad public record of a public body, except as otherwise provided by Section 30-4-40, in accordance with reasonable rules concerning time and places of access.”

F. Section 30-4-30 (b) Code of Laws of South Carolina (1976), as amended provides that:

“The public body may establish and collect fees not to exceed the actual cost of searching for or making copies of records. Fees charged by a public body must be uniform for copies of the same record or document. However, member s of the General Assembly may receive copies of records or documents at no charge from the public bodies when their request relates to their legislative duties. The records must be furnished at the lowest possible cost to the person requesting the records. Records must be provided in a form that is both convenient and practical for use by the person requesting copies of the records concerned, if it is equally convenient for the public body to provide the records in this form. Documents may be furnished when appropriate without charge or at a reduced rate charge where the agency determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public. Fees may not be charged for examination and review to determine if the documents are subject to disclosure. Nothing in this chapter prevents the custodian of the public records from charging a reasonable hourly rate for making records available to the public nor requiring a reasonable deposit of these costs before searching for or making copies of the records.” Pursuant to this section of the Code of Laws, Richland County shall adhere to the following fee schedule:

Service	Fee
a. Copying Fee	\$.25 per page. Hourly fee shall be based on the hourly rate of the person researching the records requested.
b. Record Research	
c. Information provided by fax	\$50. Per hour, with a minimum charge of \$50.00 compliance time Based on actual cost of media
d. Special computer programming fees and computer system data	
e. Computer medial used to store data requested and transmit same to individual making request	\$.08 per line (*applies in cases where a “hard copy” print out is requested).
f. Computer system printing time	

and paper costs

- G. The County Administrator or his designee will obtain a written listing of any applicable costs, from the respective department (s), based on the fees as set forth about. The County Administrator or his designee will advise the requestor once a determination is made relating to applicable costs. If the requestor decided to proceed with the FOI requests a deposit shall be required when the County reasonably believes fees shall exceed \$25.00 The deposit shall be equal to the total anticipated costs for searching and copying records. All deposits must be paid in advance.
- a. Requestors are encouraged to make their requests as specific as possible to minimize unnecessary costs.
 - b. Research costs shall not be charged if the entire process of making the information available takes less than one (1) hour.
 - c. It is not necessary for any County department to produce any reports, written or computerized, in any format other than that already kept by the department.
- H. The Richland County Ombudsman's Office will compile and maintain a computerized log of all FOI requests.
- I. The County Administrator's office will strive to make this process as efficient and responsive as possible while complying with the law and appropriately respecting confidentiality of exempt records/documents.
- J. Persons with questions regarding compliance with the FOIA and whether certain County information is a public record should contact the Richland County Attorney's Office.

Date: _____ County Administrator _____

Richland County Council Request of Action

Subject

Same Sex Interpersonal Violence Support Group Grant [*Forwarded from the A&F Committee*] **[PAGES 162-164]**

Notes

June 22, 2010 - The committee recommended that Council approve this request providing Administration identifies a matching fund source prior to this item appearing before Council. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Same Sex Interpersonal Violence Support Group/ No Personnel/ 25% Cash Match

A. Purpose

County Council is being requested to approve a grant proposal that was not included in the Grant Budget Request for 2010-2011.

B. Background / Discussion

The Richland County Sheriff's Department has applied for a grant from the South Carolina Department of Public Safety, STOP Violence Against Women Act program. This project will provide funds for licensed therapists to conduct weekly support group sessions for victims/survivors of same sex interpersonal violence.

C. Financial Impact

Grant Program	Costs	Match
Same sex interpersonal violence support group	\$6750	\$2250
<hr/> Total Grant Budget Request	<hr/> \$6,750	<hr/> \$2250

D. Alternatives

1. Approve the request to fund this program to provide for support group services to victims/survivors of same sex interpersonal violence.
2. Do not approve, forfeit funds, and decrease likelihood for future funding.

E. Recommendation

It is recommended that Council approve the request to approve the grant request for the Same Sex Interpersonal Violence Support Group.

Recommended by: _____ Department: _____ Date: _____

Chief Deputy Dan Johnson, Richland County Sheriff's Depart. July 2, 2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by Daniel Driggers:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 5/28/10

Recommend Council denial

Grants

Reviewed by: Sara Salley

Recommend Council approval

Comments regarding recommendation: Council Discretion

Date: 6/1/2010

Recommend Council denial

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/1/2010

Recommend Council denial

Richland County
Grant Application Request
Fiscal Year 2011 (July 2010 – June 2011)

Complete a separate form for each grant application you intend to submit.

Section A: Basic Information

1.) Department: RCSD		2.) Dept. Contact: Traci Dove	
3.) Grant Title of Project: Same Sex Interpersonal Violence Support Services			
4.) Grant Program: STOP Violence Against Women Act			
5.) Grantor: SCDPS-OJP		6.) Fund Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other (check one)	
7.) Grant Period: From 10/1/10 To 9/30/11		8.) Application Due Date: May 18, 2010	
9.) Status: <input checked="" type="checkbox"/> Application sent – date 5/18/10 <input type="checkbox"/> To be submitted – date		10.) Anticipated Award Date: September 2010	
11.) <input checked="" type="checkbox"/> New Grant? or <input type="checkbox"/> Continuation Grant? (check one)		12.) If continuation grant, what is previous grant #?	
13. a.) Amount of grant funds requested: \$6452	13. b.) Percentage of total request: 75%	14. a.) Amount of matching funds requested: \$2151	14. b.) Percentage of total request: 25%
15.) Total Project Cost: (Grant funds requested + matching funds requested) \$8603 = 100%			

Section B: Project Description

16.) Provide a general statement of the purpose of the grant. This project will provide funds for licensed therapists to conduct weekly support groups for victims/survivors of same sex interpersonal violence.

Section C: Financial Impact

17.) Does grant allow administrative (indirect) costs? No If yes, what percentage? _____
 When applying for the grant, be sure to include this amount in your budget to assist with the County's and your Department's indirect costs of managing the grant.

Grant Personnel

For new grants:

18. a.) How many new, full-time positions will be created by this grant? 0
 Please complete and attach a **Grant Funded New Position Funding Request** form for each new position type (mandatory)

For continuation grants:

18. b.) How many full-time positions will be continuing with this grant? 0

For all:

19.) Does the grant require positions to be maintained following conclusion of the grant? N/A

20.) If yes, for how long? (i.e., one local fiscal year, 12 months, etc.)

21.) Is this grant funded through the American Recovery and Reinvestment Act? No.

Richland County Council Request of Action

Subject

Sheriff's Vehicles Bond Ordinance *[Forwarded from the A&F Committee]***[FIRST READING] [PAGES 166-194]**

Notes

June 22, 2010 - The committee recommended that Council approve the ordinance authorizing the issuance and sale not to exceed \$2,000,000 in general obligation bonds for the purchase of vehicles for use by the Sheriff's Department for fiscal year 2010-2011. The vote in favor was unanimous.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,000,000 GENERAL OBLIGATION BONDS, SERIES 2010C, 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.

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

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

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

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

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

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

(e) The assessed value of all the taxable property in the County as of June 30, 2009, for purposes of computation of the County's constitutional debt limit, is \$1,360,107,180 which excludes exempt manufacturing property of \$18,817,230. Eight percent of such sum is \$108,808,574. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$38,720,000. Thus, the County may incur not exceeding \$70,088,574 of additional general obligation debt within its applicable debt limitation.

The County intends to issue simultaneously with the bonds authorized herein not to exceed \$13,400,000 General Obligation Bonds, Series 2010A and \$2,100,000 General Obligation Bonds, Series 2010B, the par amounts of which will also count against the County's constitutional debt limit.

(f) The American Recovery and Reinvestment Act of 2009 (the "ARRA"), Pub.L. 111-5, Feb. 17, 2009, 123 Stat. 115, amends the Internal Revenue Code of 1986, as amended (the "IRC"), to provide for the issuance of Build America Bonds ("BABs") if (a) the interest on such obligation would otherwise be excludable from gross income under Section 103 of the IRC; (b) such obligation is issued before January 1, 2011; and (c) the issuer makes an irrevocable election to have Section 54AA of the Code apply to the obligation. BABs are taxable obligations which provide a tax credit in the amount of 35% of the interest payable by the issuer, either as an annual credit to the respective bondholders under Section 54AA(a) of the IRC, or, if the bond is qualified under Section 54AA(g) of the IRC, and the issuer so elects, as an annual direct payment to the issuer under Section 6431 of the IRC.

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year (the "Project"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$2,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$2,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2010C, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(g) of this Ordinance.

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

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

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator the authority to determine whether the Bonds shall be issued as traditional tax-exempt bonds or shall be issued as BABs

In connection with the issuance of traditional tax-exempt bonds, the County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; and (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

In connection with the issuance of BABs, the County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) to determine the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds, provided it reflects the lowest cost of borrowing to the County; (g) to determine whether the tax credit shall be provided as a credit to the bondholders or as a direct payment to the County; and (h) to make an irrevocable election to have Section 54AA of the IRC apply to the Bonds, such that a portion of the Bonds may be issued as BABs.

The County Administrator is further authorized to determine, upon advice of the County's Bond Counsel and Financial Advisor, if the Bonds should be sold together with the Series 2010A Bonds and/or the Series 2010B Bonds as one or more series.

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

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the

case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference. If the Bonds are issued as BABs, appropriate changes will be made in the form of the bonds attached hereto as Exhibit A.

SECTION 8. Security for Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Bonds. The Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. To the extent allowed by law, the Auditor and Treasurer of the County, may consider the amounts available as an annual direct payment to the County under Section 6431 (or other relevant section) of the IRC when levying and collecting the taxes provided for herein, if the Bonds are issued as BABs.

SECTION 9. Notice of Initiative and Referendum. The County Council hereby delegates to its Chair and the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Chair and the Administrator are authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 10. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

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

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial

ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

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

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

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

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

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

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale. Appropriate modifications shall be made in the Notice of Sale if the Bonds are offered to purchase as BABs.

SECTION 14. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 15. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 16. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

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

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

SECTION 18. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 19. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the School District from the proceeds of the Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 20. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds; provided, however, that for purposes of this covenant only, the County shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the IRC with respect to the Bonds to be issued as BABs. The

County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 54AA, 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

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

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

SECTION 21. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel and Ross, Sinclair & Associates, LLC, as Financial Advisor, in connection with the issuance of the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this _____ day of _____, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF

_____, 2010:

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Publication of Notice of
Public Hearing:
Date of Public Hearing:
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS, SERIES 2010C

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with [the American

Recovery and Reinvestment Act of 2009], the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2010.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program (“STAMP”) or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2010, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,000,000 GENERAL OBLIGATION BONDS, SERIES 2010C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$2,000,000 General Obligation Bonds, Series 2010C (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,
South Carolina

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2010C
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2010, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2010C, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2010C, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of J. Milton Pope, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2010; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Municipal Bond Insurance: The County has submitted applications to various bond insurers for a policy of insurance relating to the Bonds to be effective as of the date of their issuance. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the Bonds.

Registrar/Paying Agent: Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. [To the extent allowed by law, the County Auditor and County Treasurer may consider the amounts available as an annual direct payment to the County under Section 6431 (or other relevant section) of the IRC when levying and collecting the taxes provided for herein, if the Bonds are issued as BABs.]

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2010C, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2010, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with J. Milton Pope, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054 or Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1301 Gervais Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: fheizer@mcnair.net.

RICHLAND COUNTY, SOUTH CAROLINA
s/ _____
Chair, County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2010, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, the senior member of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means the Annual Financial Information, the Audited Financial Statements (if any) the Notice Event notices, and the Voluntary Reports.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“National Repository” means for purposes of the Rule the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“Repository” means the MSRB, each National Repository and the State Depository (if any).

“State Depository” means any public or private depository or entity designated by the State of South Carolina as a state information depository (if any) for the purpose of the Rule. The list of state information depositories maintained by the United States Securities and Exchange Commission shall be conclusive as to the existence of a State Depository. Currently, the following depositories are listed by the Securities and Exchange Commission as available State Depositories:

1. Municipal Advisory Council of Michigan
1445 First National Building
Detroit, Michigan 48226-3517
(313) 963-0420 (phone)
(313) 963-0943 (fax)
jackie@macmi.com
2. Municipal Advisory Council of Texas
PO Box 2177
Austin, TX 78768-2177
(512) 476-6947 (phone)
(512) 476-6403 (fax)
mac@mactexas.com
3. Ohio Municipal Advisory Council
9321 Ravenna Road, Unit K
Twinsburg, OH 44087-2445
(330) 963-7444 (phone)
(800) 969-OMAC (6622) (phone)
(330) 963-7553 (fax)
sid_filing@ohiomac.com

“Trustee” means the institution identified as such in the document under which the Bonds were issued.

“Voluntary Report” means the information provided to the Disclosure Dissemination Agent by the Issuer pursuant to Section 7.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each National Repository and the State Depository (if any) not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2009. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with each National Repository and the State Depository (if any).

(e) The Disclosure Dissemination Agent shall:

- (i) determine the name and address of each Repository each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) with each National Repository, and the State Depository, (if any);
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with each National Repository, and the State Depository (if any);
- (iv) upon receipt, promptly file the text of each disclosure to be made with each National Repository or the MSRB and the State Depository (if any) together with

a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. “Principal and interest payment delinquencies,” pursuant to Sections 4(c) and 4(a)(1);
2. “Non-Payment related defaults,” pursuant to Sections 4(c) and 4(a)(2);
3. “Unscheduled draws on debt service reserves reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(3);
4. “Unscheduled draws on credit enhancements reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(4);
5. “Substitution of credit or liquidity providers, or their failure to perform,” pursuant to Sections 4(c) and 4(a)(5);
6. “Adverse tax opinions or events affecting the tax-exempt status of the security,” pursuant to Sections 4(c) and 4(a)(6);
7. “Modifications to rights of securities holders,” pursuant to Sections 4(c) and 4(a)(7);
8. “Bond calls,” pursuant to Sections 4(c) and 4(a)(8);
9. “Defeasances,” pursuant to Sections 4(c) and 4(a)(9);
10. “Release, substitution, or sale of property securing repayment of the securities,” pursuant to Sections 4(c) and 4(a)(10);
11. “Ratings changes,” pursuant to Sections 4(c) and 4(a)(11);
12. “Failure to provide annual financial information as required,” pursuant to Section 2(b)(ii) or Section 2(c), together with a completed copy of Exhibit B to this Disclosure Agreement;
13. “Other material event notice (specify),” pursuant to Section 7 of this Agreement, together with the summary description provided by the Disclosure Representative.

- (v) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement under the headings: “Security,” “Outstanding Indebtedness,” “Assessed Value of Taxable Property in the County,” “Estimated True Value of All Taxable Property in the County,” “Tax Rates,” “Tax Collections for Last Five Years,” and “Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with each of the National Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of Bond holders;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds;
11. Rating changes on the Bonds;
12. Failure to provide annual financial information as required; and
13. Other material event notice (specify) _____.

The Issuer shall promptly notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within five business days of receipt of such notice, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure

Disclosure Agent is to report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Agent to disseminate such information, and the date the Issuer desires for the Disclosure Agent to disseminate the information.

(c) If the Disclosure Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Agent shall promptly file a notice of such occurrence with the State Depository (if any) and (i) each National Repository, or (ii) the MSRB.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events, and Voluntary Reports filed pursuant to Section 7(a), the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Agent to so advise the Issuer shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

THE ISSUER AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or

question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of New York (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA,
as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	Richland County, South Carolina
Obligated Person(s)	Daniel Driggers, Finance Director
Name of Bond Issue:	General Obligation Bonds, Series 2010C, \$_____
Date of Issuance:	_____, 2010
Date of Official Statement	_____, 2010

CUSIP Number: _____ CUSIP Number: _____

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer Richland County, South Carolina
Obligated Person(s) Daniel Driggers, Finance Director
Name of Bond Issue: General Obligation Bonds, Series 2010C, \$ _____
Date of Issuance: _____, 2010
Date of Official Statement: _____, 2010

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, 2010, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc: Issuer
 Obligated Person

EXHIBIT C
MATERIAL EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: ____

Description of Material Events Notice (Check One):

1. Principal and interest payment delinquencies
2. Non-Payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions or events affecting the tax-exempt status of the security
7. Modifications to rights of securities holders
8. Bond calls
9. Defeasances
10. Release, substitution, or sale of property securing repayment of the securities
11. Rating changes
12. Failure to provide annual financial information as required
13. Other material event notice (specify)
14. _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: _____

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on _____, 2010, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$2,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year (the "Project"); (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

s/ _____
Chair

Richland County Council Request of Action

Subject

Community Relations Council-2 [Donna Slack Bulger, July 24, 2010*; Prentiss McLaurin, July 24, 2010*]

Richland County Council Request of Action

Subject

Accommodations Tax Committee-2 [One application was received from Rick Patel] [**PAGES 197-199**]



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

Applicant must reside in Richland County.

Name: Rick Patel

Home Address: 60 Old Still Road

Telephone: (home) (803)261-6969 (work) (803) 988-1400

Office Address: 1400 Main Street

Email Address: Rick@Sheratoncolumbiahotel.com

Educational Background: Business/Finance

Professional Background: Hotel Developer

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

Name of Committee in which interested: Richland County Accommodates Tax Advisory
Committee

Reason for interest: To represent all hotel/motel owners in the Midlands. And to strive for a
better community while uniting the lodging industry

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

The knowledge of building hotels and having such a great connection with the hotel brands in the
area.

Ex. Hilton, Starwood, Choice, Wyndham, and IHG

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

Any other information you wish to give? I serve on numerous boards throughout the city

Recommended by Council Member(s): Ric Luber

Hours willing to commit each month: Anything to get the job done

Item# 31

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

5-28-10

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

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

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Appearance Commission, Landscaper/Landscape Architect-1 [No applications was received]

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments and Appeals-1 [No applications was received]

Richland County Council Request of Action

Subject

Business Service Center Appeals Board-1 [No applications was received]

Richland County Council Request of Action

Subject

East Richland Public Service Commission-2 [Applications was received from the following: William H. Hancock; Robert D. Murphy; Yves Naar] **[PAGES 204-212]**



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: WILLIAM H. HANCOCK

Home Address: 3746 ROCKBRIDGE ROAD, COLUMBIA, SC 29206

Telephone: (home) (803) 787-8413 (work) (803) 739-3090

Office Address: P.O. Box 5949, 501 STATE STREET, WEST COLUMBIA, SC 29171

Email Address: whancock @ bbphcpa.com

Educational Background: B.S. BUSINESS ADMINISTRATION, THE CITADEL, 1990

Professional Background: PRACTICING CPA / GOVERNMENTAL AUDITOR - LOCAL CPA FIRM

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

Name of Committee in which interested: ERPSD

Reason for interest: PUBLIC SERVICE / FISCAL AWARENESS

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

20+ YEARS OF BEING PRACTICING ACCOUNTANT / GOVERNMENTAL AUDITOR

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: 20 (UP TO)

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

William H. Hamade
Applicant's Signature

5/30/2010
Date

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

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

Applications are current for one year.

Staff Use Only			
Date Received: _____	Received by: _____		
Date Sent to Council: _____			
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file
			Item# 35

2



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

Applicant must reside in Richland County.

Name: Robert D. Murphy

Home Address: 6626A Arcadia Woods Road, Columbia, SC 29206

Telephone: (home) 803-787-3338 (work) Retired

Office Address: N/A

Email Address: townofarcadial@sc.rr.com

Educational Background: Grad. Institute of Technology - Atlanta, GA

Professional Background: Ind. Insurance Agent and Small Business Owner

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

Name of Committee in which interested: E. Rich.Cty.Public Service Comm.

Reason for interest: Familiar with & Interested in their operations,
and live in their District.

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

Served on Harry Hampton Foundation Board -

~~Board member of Southeastern Wildlife; Mill Sporting Clays Owner.~~

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

Any other information you wish to give? NO

Recommended by Council Member(s): Jim Manning

Hours willing to commit each month: As many hours as needed.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No 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 NO _____

If so, describe: _____

Robert D Murphy May 11, 2010
Applicant's Signature Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	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: Yves Naar

Home Address: 5525 Lakeshore Drive Columbia SC 20206

Telephone: (home) (803) 787-0920 (Cell) (803) 466-2278

Office Address: 5525 Lakeshore Drive Columbia SC 29206

Email Address: ynaar@aol.com

Educational Background: MBA University of Rheims France

Professional Background: CEO of Carbbits Inc

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

Name of Committee in which interested: **East Richland County Public Service District
Commission**

Reason for interest: As a resident of Richland County and a former President of a corporation, I am looking forward to put my expertise and experience to the service of the community. I am confident that I can assist with maintenance and upgrade issues.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: As the Founder and CEO of Carbbits Inc. for 20 years, I have overseen all aspects of management including building and maintaining a 50,000 square feet facility in compliance with the rules and regulations of Richland County. Recently I have studied and built two houses that incorporate state of the art green principles.

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

Any other information you wish to give? I have a lot of experience in problem solving and managing people.

Recommended by Council Member(s): Jim Manning

Hours willing to commit each month: 20

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

6/7/10

Date

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

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

Applications are current for one year.

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

Yves Naar
5525 Lakeshore Dr
Columbia SC 29206
ynaar@aol.com

Member
East Richland County Public Service District Commission

Dear members

I have been a resident of Richland County for the last 30 years. During my time here, I founded and managed a Company located on Clemson Road in Richland County for over 20 years. Recently I helped design and build two houses that incorporate state-of-the-art technologies in "Green building" that include solar panels, passive solar, geothermal well, green roof and foam insulation. My goals include the incorporation of modern technologies and personnel principles into the management of the commission.

I have had a keen interest in both management of the people and building sustainable products, and I am looking to put my experience to the service of the community. I believe my background and experience would benefit the East Richland County Public Service District Commission. I am aware of the time and personal commitment and I am willing to contribute my experience and knowledge to this effect.

I would be happy to provide any further information.

Respectfully



Yves Naar

Yves Naar
5525 Lakeshore Dr
Columbia SC 29206
ynaar@aol.com

Summary of relevant activities

2008-2009 Designed and supervised the building of the first **net zero** green house in Transylvania County, NC. The house produces more electricity than it uses.

2003-2005 Designed and oversaw the building of our residence in Richland County, which qualified for the healthy built certification.

2000-2003 Partner in AV Inc., a home automation and audiovisual installation company in the Vista.

1980-2000 Founded and developed Carbbits Inc. in Richland County Industrial Park which became the largest manufacturer of Masonry drill bits in the world with a production of 40 million pieces per year, sales of nearly \$ 20 million and total employment exceeding 100 people. The company implemented “just in time” manufacturing and zero defect quality. Constant improvement in the establishment of responsible teams to increase morale and efficiency was stressed.

1978-1979 Served in the French Navy as a Junior Officer assisting the Commander of the Naval Academy.

1976-1979 Master of Business Administration (MBA) at the University of Rheims, France.

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1 [No applications was received]

Richland County Council Request of Action

Subject

Internal Audit Committee-2 [No applications was received]

Richland County Council Request of Action

Subject

Midlands Workforce Development Board-6 [Reginald Abraham, Leonard Cooper, Fredrick B. Davis, Sr., Yvonne H. Manley, Rosalind Miller and Joann Richardson] [**PAGES 216-222**]



MIDLANDS WORKFORCE DEVELOPMENT BOARD

Working Together for Tomorrow's Workforce

June 23, 2010

The Midlands Workforce Development Board is requesting that the County Council appoint new members to fill the following vacant seats.

1. The following individuals are submitted for your consideration to appointment to the Midlands Workforce Development Board for Richland County:

Ms. Joann Richardson, Wateree Community Action Agency for the Community Action Agency seat.

Mr. Leonard Cooper, International Brotherhood of Electrical Workers as the Labor seat.

Mr. Reginald Abraham, Mars Petcare as a private sector representative.

2. The following individuals are submitted for your consideration to appointment to the Midlands Workforce Development Board's Youth Council for Richland County:

Mr. Fredrick Davis Sr, Dynamic Educational System

Ms. Yvonne Manley, Columbia Housing Authority

Ms. Rosalind Miller, Retired from Office of Economic Opportunity

Thank you for your attention. If there are any questions please contact Ms. Bonnie Austin at 803 744 1670 ext 101 or by email at baustin@mwdb.org



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Reginald Abraham

Home Address: 500 Silver Spoon Lane, Elgin, SC 29045

Office Address: 1720 Pineview Drive, Columbia, SC 29209

Job Title and Employer: Safety/Environmental Coordinator, Mars Petcare

Telephone: (home) 803-730-1351 (work) 803-695-3176

Educational Background: Bachelor Degree - Industrial Technology; Master- HR Development

Professional Background: 12 years Training, Quality, Operations and Safety

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

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: Desire to serve Midlands area job seekers and businesses, through local workforce development.

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission:
Strong experience, education and ties to the local business community will provide fresh perspectives to the Workforce Investment Board.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Applicant's Signature Reginald Abraham Date 6/2/10

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Leonard Cooper

Home Address: 3617 Ardincaple Drive, Apt G; Columbia, SC 29203

Office Address: 3617 Ardincaple Drive Apt G; Columbia, SC 29203

Job Title and Employer: Electrician; International Brotherhood of Electrical Workers (IBEW) 778

Telephone: (home)803-256-1214 (work) 803-361-5659

Educational Background: High School graduate

Professional Background: 26 Years service; electrician

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

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: Desire to serve the Midlands community in workforce development and training

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission: Experience and involvement with organized labor will bring additional dimensions and perspective to Midlands WIA board.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? N/A

Recommended by Council Member(s):

Applicant's Signature Leonard Cooper Date 5/10/10

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Joann Richardson

Home Address: 1537 Crossing Creek Road, Eastover, SC 29044

Office Address: 3220 Two Notch Road (DSS Building), Columbia, SC 29202

Job Title and Employer: Richland County Coordinator, Wateree Community Action

Telephone: (home) 803-695-0709 (work) 803-786-4250 ext. 103

Educational Background: 2 Year college - Midland Tec

Professional Background: Richland County Coordinator - Wateree Community Action (11 yrs)

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

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: Desire to serve the Midlands community in workforce development and training

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission: Experience and involvement with community empowerment and economic enhancement through work at Wateree Community Action and service on the Cooperative Ministries Board

Presently serve on any County Board/Commission/Committee? Cooperative Ministries Board

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Applicant's Signature

Joann Richardson

Date 4/21/10

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Fredrick B. Davis Sr.

Home Address: 712 Torwood Dr, Columbia, S.C. 29203

Office Address: 1518 Pickens St. Columbia, S.C. 29201

Job Title and Employer: State Project Director/ Dynamic Educational Systems Inc.

Telephone: (803)606-0588 (803)256-9675 ext. 302

Educational Background: Technical training from various Tech Colleges

Professional Background: Working for job corps for the last 12 yrs.

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

Name of Committee in which interested: Midlands Workforce Development Board Youth Council

Reason for interest: To help better our youth for the future job markey

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission:
My time spent working with youth while working in the Job Corps.

Presently serve on any County Board/Commission/Committee? No, I just moved here 6 months ago.

Any other information you wish to give? I have been dedicated to working with youth for the past 20 yrs. It is a passion of mine to help get them ready for the future job market.

Recommended by Council Member(s): _____

Applicant's Signature Fredrick B. Davis Sr.

Date 4/20/10
Item# 38



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Yvonne H. Munley

Home Address: 5914 Wescott Road

Office Address: 1917 Harden Street

Job Title and Employer: Dir. of Occupancy - Columbia Housing Auth

Telephone: (home) 803-732-7959 (work) 803-254-3886 x221

Educational Background: _____

Professional Background: 33 years Public Housing Mgmt. Cert. Public Housing Mgr. & Cert. Housing Specialist

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

Name of Committee in which interested: Midlands Workforce Development Board Youth Council

Reason for interest: would like to impact the future of our youth in a meaningful and lasting way.

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission: Work experience and constant exposure to under-privileged, and often misguided

Presently serve on any County Board/Commission/Committee? No

Currently serve on advisory board of South Carolina Housing Search.

Any other information you wish to give? Have genuine interest in our youth and have been effective in influencing youth in a positive way.

Recommended by Council Member(s): _____

Applicant's Signature Yvonne H. Munley

Date 4/23/10
Item# 38

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Rosalind Miller

Home Address: 320 Bradbury Dr. - Columbia, S.C. 29203

Office Address: N/A

Job Title and Employer: Retired

Telephone: (home) 803-786-8540 (work) N/A

Educational Background: _____

Professional Background: Columbia DED, S.C. House Of Representatives, Foster Care

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

Name of Committee in which interested: Midlands Workforce Development Board Youth Council ✓

Reason for interest: To engage young minds, makes a difference.

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission: Training Director with DED, for the unemployed & underemployed and my total involvement with the Foster Care Program for more than 15 years.
Presently serve on any County Board/Commission/Committee? Not at this time.

Any other information you wish to give? NO

Recommended by Council Member(s): _____

Applicant's Signature Rosalind Miller

Date 4/26/10

Richland County Council Request of Action

Subject

Richland County Public Library Board-6 [Applications was received from the following: Gail Baker Anastasion, Teresa Arnold, John David Baker, Nathaniel A. Barber, George C. Johnson, Gina Carter, Rox W. Pollard, Jr., Alethia Parr Rearden, Joseph Ladson Taylor and Ida W. Thompson] [**PAGES 224-251**]



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Gail Baker Anastasion
Home Address: 109 Oakbrook Dr. Columbia, S.C., 29223
Telephone: (home) 803 736 0089 (work) -
Office Address: _____
Email Address: smazanastasi@201.com
Educational Background: BA-George Washington Univ.; MA USC 1972
Professional Background: teacher in Lexington County
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Richland County Library board
Reason for interest: interest in education & literacy
(see attachment)
Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
former board experience, lobbying, cultivating
prospects (see attachment)
Presently serve on any County Committee, Board or Commission? no
Any other information you wish to give? see attachment
Recommended by Council Member(s): Greg Pearce, Val Hutchinson,
Kit Smith
Hours willing to commit each month: as many as needed.

CONFLICT OF INTEREST POLICY

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

As a former teacher, I have always had an interest in public education. Through volunteer experiences, I have seen the strong link between our schools, our museums as well as our libraries. Greater literacy will not only lead to a more knowledgeable work force but greater personal fulfillment as our population ages.

After obtaining a masters degree in special education, I taught school in Lexington for several years. My volunteer experience has primarily been in the area of Jewish fundraising and museum work. I have been a docent at the Columbia Art Museum, Historic Columbia and the State Museum.

I have served on the board of the State Museum Foundation for six years, during which time I was board chair for four years. My strengths are in the areas of board development, cultivating prospects and lobbying legislators.

I have worked with many talented board members to raise money and awareness for a major science center on the grounds of the State Museum. Due to the vision and diligence of numerous individuals over many years, it will soon become a reality.

If elected to the library board, I look forward to putting the same level of commitment into furthering the educational goals of our entire community.

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: _____

Paul Anestoria
Applicant's Signature

June 14 '10
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	Item# 39

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APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Teresa Arnold
Home Address: 238 Cedar Falls Dr Blythewood SC 29016
Telephone: (home) (803) 348-7518 (work) (803) 765-7374
Office Address: 1201 Main St. Suite 1280 Columbia SC 29201
Email Address: tarnold@aarp.org
Educational Background: BA from USC & Master's of Social Work USC
Professional Background: Legislative liaison, advocate, lobbyist
Male [] Female [X] Age: 18-25 [] 26-50 [] Over 50 [X]
Name of Committee in which interested: Richland County Library Board
Reason for interest: The library system is one of the finest assets of Richland County. I want to work to maintain that quality & improve access to the library.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Work well with groups, enjoy board work, demonstrated leadership qualities, excellent passion for sharing the pleasure of reading, follow through
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? Richland Co Library is one of our finest assets.
Recommended by Council Member(s):
Hours willing to commit each month: 9-10 hours a month - more as needed

CONFLICT OF INTEREST POLICY

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

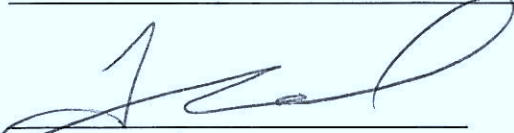
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____


Applicant's Signature

6/22/2010
Date

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

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2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Ida W. Thompson

Home Address: 2 Torrington Court Columbia, SC 29229

Telephone: (home) 803-865-1977 (work) 803-231-6803

Office Address: 1225 Oak Street Columbia, SC 29204

Email Address: ithompson@richlandone.org

Educational Background: Pursuing doctorate degree; Masters degrees in Educational Administration, Library and Information Science; B.S. degree in Guidance and Counseling.

Professional Background: Experienced educator, former school library media specialist; currently a district-level administrator in Richland District One
Male [] Female [x] Age: 18-25 [] 26-50 [] Over 50 [x]

Name of Committee in which interested: Richland County Public Library Board of Trustees

Reason for interest: I have a vested interest in the quality of life and success of our citizens. Literacy is central to that success and I heartily support the valuable work done in the community by the Richland County Public Library.

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

Commission:

I have served in a leadership role with several literacy organizations on the state and national levels. I have been recognized nationally for literacy, technology and library media services. I am motivated, energetic and committed to service and support of others.

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

Any other information you wish to give? See attached resume

Recommended by Council Member(s): Damon Jeter

Hours willing to commit each month: 12 hours

CONFLICT OF INTEREST POLICY

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Ida W. Thompson
Applicant's Signature

June 22, 2010
Date

*Resume attached

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

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Item# 39	

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Ida Williams Thompson, Director
Richland One Office of Instructional Technology Services
1225 Oak Street
Columbia, SC 29204
(803) 231-6803 (W)
(803) 231-6814 (F)

SUMMARY

Veteran educator with both practical and administrative experiences in all phases of library media center management, program development automation, technology education and distance education at building and district levels; an active participant in statewide initiatives and professional organizations.

AREAS OF CERTIFICATION

- Educational Administration
Elementary Principalship
- Associate Guidance (Secondary)
- Media Specialist
- Psychology

QUALIFICATIONS

Experienced in managing budgets, resources, staffing as well as district and statewide initiatives including strategic plans, programs and services to schools, libraries, district personnel and community; skilled in facilitating group dynamics, staff development design and inter-departmental issues, policy and collaboration and knowledge in instructional technology program and delivery.

EDUCATION

South Carolina State University, Orangeburg, South Carolina

- Doctoral Candidate, S.C. State University (presently)
- BS, Student Personnel Services, 1976

University of South Carolina, Columbia, South Carolina

- Masters, Education Administration, 1994
- Masters, Library and Information Science, 1977

EMPLOYMENT

1996-Present	<i>Director</i> , Instructional Technology Services Richland County School District One, Columbia, South Carolina
1993-1996	<i>Consultant</i> , Instructional Technology Services Richland County School District One, Columbia, South Carolina
1989-1993	<i>Information Technology Specialist</i> , Eau Claire High School Richland County School District One, Columbia, South Carolina
1977-1989	<i>Information Technology Specialist</i> , McCants Elementary School Richland County School District One, Columbia, South Carolina

PROFESSIONAL RESPONSIBILITIES

- Supervises daily operations of district department with responsibility for instructional technology education, educational television, and library media center programs and personnel
- Develops and implements procedures for the delivery and evaluation of technology training programs districtwide
- Plans and coordinates staff development opportunities for information technology specialists, teacher trainers and departmental staff
- Assists with development and evaluation of districtwide school media programs and facilities planning
- Administers and monitors departmental budget, federal RIF funds and state technology allocations
- Serves as a liaison in interpreting national and state technology/information literacy initiatives

RELATED EXPERIENCES AND SERVICES

- Follett Library Resources National Advisory Committee (2009-present)
- Columbia Writers Alliance, Board of Directors (2009-present)
- University of South Carolina Annual Literacy Leaders Award Committee (2009 - present)
- Member, University of South Carolina, School of Library & Information Science National Advisory Committee (2002-present)
- Executive Board, SC Assoc. of School Librarians (1984-89; 1999-Present)
- SC Department of Education State Technology Plan Comm. (1997-98)
- National Review Committee for Information Power, National School Library Media Center Guidelines (1988, 1998)
- SC ETV State Advisory Committee (1995-1999)
- National Teacher Forum, Washington, DC (1995)
- State Goals 2000 Steering Committee (1994-1995)
- SC Curriculum Congress Executive Committee (1991-1994)
- SC Critical Needs Instructor (1992-1994)
- SC Teacher Cadet Advisory Committee (1992-1993)
- National Teacher Examination (NTE PRAXIS) School Library Media Test Committee (1989-Present)
- Library Services Construction Act Advisory Committee (1984-1987)

RECENT PUBLICATIONS AND MEDIA APPEARANCES

- WIS-TV Five O'Clock Report with Judi Gatson, October 2009
- Don Frierson Show, WFMV 95.3 October 2009
- SCETV "Connections with P.A. Bennett", February, 2007
- Charleston Post & Courier, January, 2007
- Media & Methods, October, 2002 –"*Professional Development: Online & After Hours*"
- Palmetto Administrator, Spring 2002, "*Effective School Library Media Centers Do Make a Difference!*"
- Richland One "*This Week*" (articles submitted throughout the year)
- Visual Literacy Showcase (six programs annually) broadcast via Time Warner Cable Channel 12

HONORS

- Recipient, South Carolina Annual Literacy Leaders Award, September 2009
- South Carolina Reading Is Fundamental (RIF) Ambassador, 2008-2009
- Recipient, MetLife/National Reading Is Fundamental Program Excellence Honoree, June 2007
- Recipient, SCASL Distinguished Service Award, 2006
- Recipient, Reading Is Fundamental Southeast Volunteer of the Year, 2004
- Recipient, US Department of Education Technology Literacy Subgrant, May, 2001
- Statewide Recipient, SIRS Intellectual Freedom Award, 2001
- South Carolina School Grant Award, 1987-88; 1988-89
- Teacher Incentive Program (TIP) Recipient, 1985-86; 1987-91
- Chapter II ECIA Grant, 1986-87, 1990-91
- Outstanding Teacher of the Year, (McCants Elementary School), 1977-78; 1983-84

PROFESSIONAL AFFILIATIONS

- American Library Association
- American Association of School Librarians
- South Carolina Association of School Librarians
 - Vice President, 1986-87
 - President, 1987-88, 2006-2007
- National Education Association
- South Carolina Education Association
- South Carolina International Reading Association
- Beta Phi Mu
- Phi Delta Kappa

COMMUNITY SERVICE

- Augusta Baker Storytelling Festival Advisory Committee
- President, Women's Council; Education Committee, Refuge Temple Church



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: John David Baker

Home Address: 116 Island View Circle Elgin, S.C. 29045

Telephone: (home) 699 7342 (work) 254 8987

Office Address: 1400 Pickens St., 5th Fl Columbia, S.C. 29201

Email Address: jbake@bakerved.com

Educational Background: B.S. Business Administration, U.S.C. 1977

Professional Background: Partner, Baker + Baker Real Estate Developers

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

Name of Committee in which interested: Richland County Public Library

Reason for interest: Ongoing interest in literacy, especially to the young population in our community; believe we have the Best Library in the County!

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

Strong business + financial background plus my expertise as a real estate professional in dealing with all aspects of the Library's building, land, etc

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

Any other information you wish to give? (see attached)

Recommended by Council Member(s): Greg Peary, Val Hitchcock, Damon Jeter

Hours willing to commit each month: As many as necessary.

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.

* My mailing address is Elgin, I live in Woodcreek Farms which is in Richland County!

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.

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

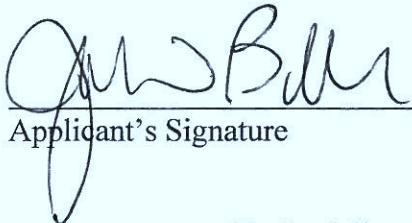
Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓

If so, describe: _____


Applicant's Signature

6/1/2010
Date

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

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Applications are current for one year.

Staff Use Only	
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Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

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Item# 39

JOHN D BAKER

CURRENT VITAE

CURRENT BOARD MEMBER, AND PAST CHAIRMAN ,
RICHLAND COUNTY PUBLIC LIBRARY

NATIONAL CAMPAIGN CABINET, STATE OF ISRAEL BONDS

NATIONAL COUNCIL, AMERICAN ISRAEL PUBLIC AFFAIRS COMMITTEE

COLUMBIA JEWISH CENTER

RCPL FOUNDATION

CHAIRMAN, RICHLAND SCHOOL DISTRICT 2 LITERACY FESTIVAL

PAST CIVIC INVOLVEMENT

COLUMBIA JAYCEES

COLUMBIA SERTOMA CLUB, PAST PRESIDENT

COLUMBIA PHILHARMONIC ORCHESTRA

COLUMBIA CITY BALLET

DOWNTOWN ACTION COUNCIL

COLUMBIA ACTION COUNCIL

JAIL-A-THON CHAIRMAN , AMERICAN CANCER SOCIETY

MARCH OF DIMES, PAST CHAIRMAN

MARCH OF DIMES, WALK AMERICA , PAST CHAIR

NATIONAL OFFICE OF VOLUNTEERS, MARCH OF DIMES

CANCER CENTER BOARD , RICHLAND MEMORIAL HOSPITAL

COLUMBIA JEWISH FEDERATION

COLUMBIA JEWISH FOUNDATION

TREE OF LIFE CONGREGATION, PAST CHAIRMAN

BETH SHALOM SYNAGOGUE

BETH SHALOM ENDOWMENT BOARD

FEDERATION CENTER OF THE BLIND ADVISORY BOARD

SC COUNCIL ON ECONOMIC EDUCATION, PAST CHAIRMAN

Natal Connections of S. C.

HOBBIES

BASEBALL, BASEBALL, BASEBALL READING JAZZ MUSIC

SPORTS MEMORABILIA SPORTS ART JAZZ MUSIC



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Nathaniel A Barber

Home Address: 401 Centeridge Dr Columbia 29229

Telephone: (home) 736-2728 (work) 765-4578

Office Address: 520 Gervais St Columbia 29201

Email Address: nate.barber@scbtonline.com

Educational Background: BS, Chemistry, MBA

Professional Background: Currently work SCBT, previously, Winthrop University

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

Name of Committee in which interested: Library Board of Trustees

Reason for interest: my work has been focused on economic/community development. Literacy is a key component and SCBT plays a major role.

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

Much of my career was in education. Literacy is crucial to improving the educational performance of students. I am active in the community and want for help

Presently serve on any County Committee, Board or Commission? RC CASA Board
RCPT Foundation Board

Any other information you wish to give?

Recommended by Council Member(s): Norman Jackson, Greg Biorce, Joyce Dickerson

Hours willing to commit each month: _____

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

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

Nathaniel A. Banks
Applicant's Signature

6/21/2010
Date

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

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2



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

Applicant must reside in Richland County.

Name: George C. Johnson

Home Address: 1 Eastbourne Court Columbia, SC 29223

Telephone: (home) 803-865-2592 (work) 803-252-9700

Office Address: 1615 Barnwell Street Columbia, SC 29201

Email Address: george@jtbpa.com

Educational Background: Juris Doctorate from USC

Professional Background: Attorney, Johnson, Toal & Battiste, P.A.

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

Name of Committee in which interested: Richland County Public Library Board

Reason for interest: I am currently a member of the board. I am seeking
reappointment.

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

I am a lifelong resident of Richland County. I have been on the RCPL
Board for 4 years.

Presently serve on any County Committee, Board or Commission? Richland County Public Library

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 10

CONFLICT OF INTEREST POLICY

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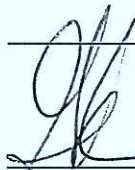
Yes _____ No ✓

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

6/16/2010
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
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Item# 39

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Gina CARTER
Home Address: 1011 Autumn Circle Columbia, SC 29206
Telephone: (home) 704-472-5933 (work) 803-231-6825
Office Address: 1225 Oak St.
Email Address: gcarter@richlandone.org

Educational Background: B.A. - English / Communications MSR - Administration MAT - Education
Professional Background: Journalism (Reporter, Lifestyles Editor) Educator - Teacher Business owner (Group Family Daycare) Administrator Early Childhood Consultant
Male [] Female [x] Age: 18-25 [] 26-50 [] Over 50 [x]

Name of Committee in which interested: RCP Board

Reason for interest: I am an Early Childhood Advocate who believes literacy opens the door to endless opportunities. Also, as a vested member of the community, I want to contribute in whatever way I can.

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

Background in Education & communication

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: I understand the commitment is to attend & participate in the monthly board meeting, however I am willing to devote additional time as needed.

CONFLICT OF INTEREST POLICY

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

6/17/10
Date

Return to:
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Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file
			Item# 39

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Gina CARTER
Home Address: 1011 Autumn Circle Columbia, SC 29206
Telephone: (home) 704-472-5933 (work) 803-231-6825
Office Address: 1225 Oak St.
Email Address: gcarter@richlandone.org

Educational Background: B.A. - English / Communications MSR - Administration MAT - Education
Professional Background: Journalism (Reporter, Lifestyles Editor) Educator - Teacher Business owner (Group Family Daycare) Administrator Early Childhood Consultant
Male [] Female [x] Age: 18-25 [] 26-50 [] Over 50 [x]

Name of Committee in which interested: RCP Board

Reason for interest: I am an Early Childhood Advocate who believes literacy opens the door to endless opportunities. Also, as a vested member of the community, I want to contribute in whatever way I can.

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

Background in Education & communication

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: I understand the commitment is to attend & participate in the monthly board meeting, however I am willing to devote additional time as needed.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

6/17/10
Date

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

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

Applications are current for one year.

Staff Use Only			
Date Received: _____	Received by: _____		
Date Sent to Council: _____			
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file
			Item# 39

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Rex W. Pollard, Jr.
Home Address: 1422 HAYNESWORTH, RA., Columbia, SC 29205
Telephone: (home) 803-790-9869 (work) 803-401-4242
Office Address: P.O. Box 11610, Columbia, SC 29211
Email Address: rpollard@collierskeenon.com
Educational Background: BS - Business Administration, USC, 1983
Professional Background: PARTNER - Colliers Keenan Commercial Real Estate.

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

Name of Committee in which interested: Board of Trustees, Richland County Public Library

Reason for interest: Please see attached letter

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

Please see attached letter

Presently serve on any County Committee, Board or Commission? YES, Chairman - RCPL Board of Trustees

Any other information you wish to give? _____

Recommended by Council Member(s): GREG Pearce, Jim Manning, Gwendolyn Kennedy, Val Hutchinson

Hours willing to commit each month: 10-20

CONFLICT OF INTEREST POLICY

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Pat W. Polbruff
Applicant's Signature

6-21-10
Date

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

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

Applications are current for one year.

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

Item# 39

2



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

Applicant must reside in Richland County.

Name: Alethia Parr Rearden

Home Address: 212 Elmont Drive, Columbia, South Carolina 29203

Telephone: (home) (803) 786-1376 (cell) (803) 206-4547

Office Address: N/A

Email Address: reardenh@bellsouth.net

Educational Background: B.A. in Psychology, M.ED. in Education and a PH.D. in Education from the University of South Carolina.

Professional Background: 10 years Secondary Teaching experience and 15 years with the South Carolina Department of Social Services as a Program Coordinator in Human Services.

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

Name of Committee in which interested: Richland County Library Board

Reason for interest: I am an avid reader and I have a great appreciation for the progress made in modern day technology. I also possess an interest in economic, political and educational affairs in the county and state.

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

My great love for reading and the advancement of technology which has enhanced my acquisition of information gathering.

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

Any other information you wish to give? NO

Recommended by Council Member(s): Council Woman Gwendolyn Kennedy

Hours willing to commit each month: I am flexible, as many as necessary.

CONFLICT OF INTEREST POLICY

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Alethia Parr Rearden
Applicant's Signature

6/14/10
Date

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

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

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Joseph Ladson Taylor

Home Address: 4214 Bethel Church Road, A22

Telephone: (home) (803) 787-2066 (work) (803)434-6337

Office Address: 15 Richland Medical Park, Suite 203

Email Address: _joe.taylor@palmettohealth.org

Educational Background: Bachelor of Arts, English

Professional Background: Author, Senior Health Care Professional,

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

Name of Committee in which interested: Richland County Public Library Board

Reason for interest: Local community author. I express an interest in the development of community activities, programs and processes that offer opportunities of literacy to youth and others in our communities.

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

I am a native of Columbia, SC, published author and member of various community organizations that may serve as resources to the board. I also have a broad scope of knowledge regarding our senior community, programs and services.

Presently serve on any County Committee, Board or Commission? Senior Resources Advisory, South Carolina Gerontological Society, Capital Senior Center Planning Committee

Any other information you wish to give? Attached Bio

Recommended by Council Member(s): _____

Hours willing to commit each month: Appropriate hours required for participation

CONFLICT OF INTEREST POLICY

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Joseph L. Taylor _____ 06 2110 _____
Applicant's Signature Date

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

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

Applications are current for one year.

Staff Use Only	
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Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Richland County Council Request of Action

Subject

Bonding attorneys are to limit their presentations to answering the question asked and only providing the facts of a specific bond. They are not to provide support for or forecast possible future need for the item the bond is being sought. No personal opinion or interjection is to be given. [Malinowski]

Richland County Council Request of Action

Subject

Financial System Access for Council members

Richland County Council Request of Action

Subject

A Resolution to Appoint and Commission Duste Beckroge Johnston as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 255]**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION DUSTE BECKROGE
JOHNSTON 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 Duste Beckroge Johnston 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 her 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, Duste Beckroge Johnston shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Duste Beckroge Johnston is no longer employed by Richland County to enforce the County's animal care regulations.

ADOPTED THIS THE 20th DAY OF APRIL, 2010.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michielle R. Cannon-Finch
Clerk of Council

Richland County Council Request of Action

Subject

A Resolution to Appoint and Commission Bernard Quinton Epps as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 257]**

Richland County Council Request of Action

Subject

A Resolution to Appoint and Commission Kecia D. Lara, Branden L. Wade, Larry B. Kleine, and Scott A. Miller as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [**PAGE 259**]

Richland County Council Request of Action

Subject

Pine Lake Spillway - Emergency Procurement [**PAGES 261-262**]



RICHLAND COUNTY

Department of Public Works

C. Laney Talbert Center

400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: Sparty Hammett, Assistant County Administrator
Fr: David Hoops, Director of Public Works
Re: Pine Lake Spillway
Date: June 29, 2010

Pine Lake is located behind the commercial area north of and fronting on Two Notch Road and east of Rabon Road. The lake discharges through a control structure and overflow spillway along the east side of Rabon Road approximately 1,400 feet north of Two Notch Road, and passes under Rabon Road in a large multi-barrel culvert. Rabon Road is a State maintained road.

In 1998-1999, Richland County acquired easements for the construction and maintenance of drainage improvements along this natural water course. Included in the improvements was the outlet control structure for the lake at Rabon Road. In late April, 2010 Public Works was notified that the concrete cap on the spillway had failed.



Public Works investigated the failure, and working with the SCDOT determined it was a County maintenance responsibility. Our initial opinion was this failure could worsen rapidly, resulting in failure of the dam and must be treated as an emergency. We procured engineering services under emergency procedures and directed the home owners association and the condo owners association that jointly control the lake to lower the water level.

Item# 45

Attachment number 1
Page 1 of 2

The consultant engineer has completed evaluation of the failure, prepared repair plans and provided a cost estimate of \$110,000. This estimate does not include the cost of relocating a power distribution line located above the work area. That cost will be provided by SCE&G, and we will update this report when it is available. We estimate that cost to be \$10,000.

The total estimated cost of this repair to date is:

Engineering	\$15,000
Construction	\$100,000
Utility Relocation	<u>\$10,000</u>
TOTAL	\$125,000

Pine Lake Spillway, June 28, 2010

Richland County Council Request of Action

Subject

Conservation Commission proposed bid on Fort Jackson parcels to protect Gills Creek

Richland County Council Request of Action

Subject

a. That Richland County enact a tree canopy ordinance and inventory to preserve and enhance the number of trees in Richland County [**MALINOWSKI**]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda