

# **RICHLAND COUNTY**

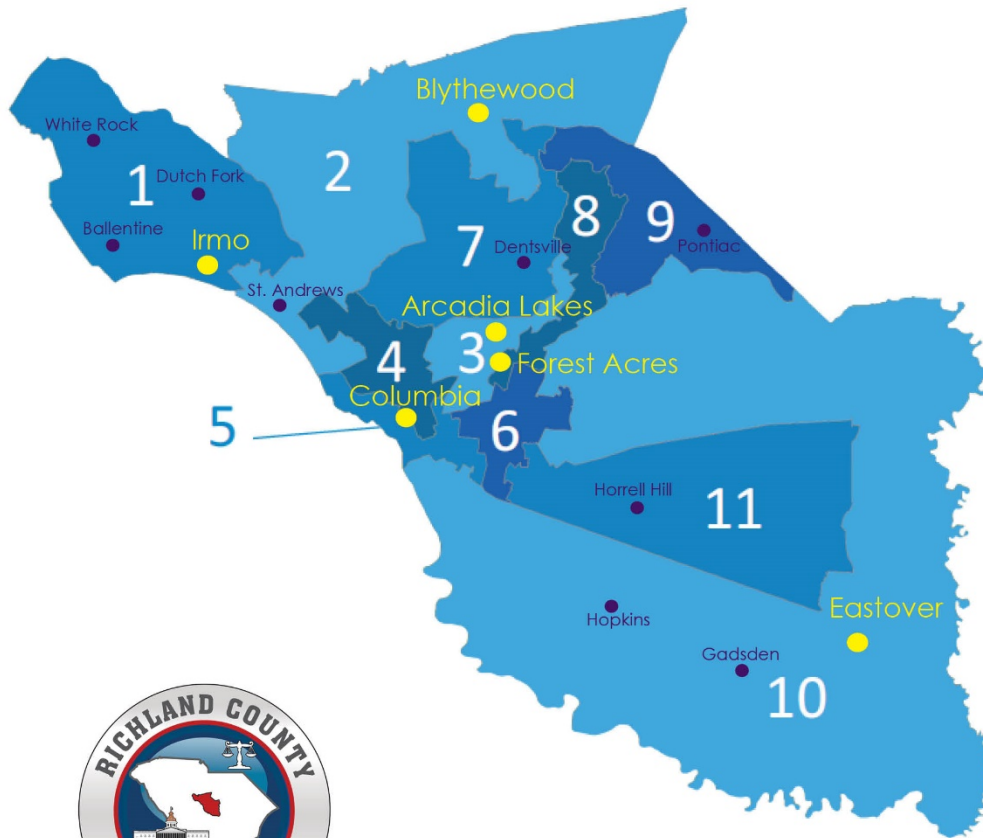
## **COUNTY COUNCIL AGENDA**



**Tuesday, MARCH 06, 2018**

**6:00 PM**

# RICHLAND COUNTY COUNCIL 2017-2018



**VICE CHAIR**  
Bill Malinowski  
District 1



**CHAIR**  
Joyce Dickerson  
District 2



Yvonne McBride  
District 3



Paul Livingston  
District 4



Seth Rose  
District 5



Greg Pearce  
District 6



Gwendolyn Kennedy  
District 7



Jim Manning  
District 8



Calvin "Chip" Jackson  
District 9



Dalhi Myers  
District 10



Norman Jackson  
District 11



Richland County Council

Regular Session  
March 06, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson,  
Chair Richland County Council
2. **INVOCATION** The Honorable Bill Malinowski
3. **PLEDGE OF ALLEGIANCE** The Honorable Bill Malinowski
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
  - a. Regular Session: February 20, 2018 [PAGES 11-23]
  - b. Zoning Public Hearing: February 27, 2018 [PAGES 24-29]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith, County Attorney
  - a. Contractual Matter: PDT
7. **CITIZENS' INPUT** The Honorable Joyce Dickerson
  - a. For Items on the Agenda Not Requiring a Public Hearing
8. **REPORT OF THE COUNTY ADMINISTRATOR** Gerald Seals, County Administrator
  - a. Workers on Watch Pilot Program
  - b. Transportation Program Update

- c. External Auditors' Contract Extension for FY 2018

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

Kimberly Williams-Roberts, Assistant  
Clerk to Council

- a. District 11 Richland Renaissance Town Hall, March 8,  
6:00 p.m., Lower Richland Sheriff's Department  
Substation. 2615 Lower Richland Blvd.

**10. REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

**11. OPEN/CLOSE PUBLIC HEARINGS**

The Honorable Joyce Dickerson

- a. Authorizing the execution and delivery of a fee-in-lieu of  
ad valorem taxes agreement by and between Richland  
County, South Carolina and FN America, LLC, a  
company previously identified as Project Liberty, to  
provide for payment of a fee-in-lieu of taxes; and other  
related matters
- b. Authorizing the execution and delivery of a fee-in-lieu of  
ad valorem taxes agreement by and between Richland  
County, South Carolina and Colite International, Ltd. to  
provide for payment of a fee-in-lieu of taxes; and other  
related matters (Formerly Project Lite)

**12. APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. 17-042MA  
Avon Banks  
RM-HD to OI (26.14 Acres)  
5071 Percival Road  
TMS # 28800-02-25 [SECOND READING] [PAGES  
30-31]
- b. 17-046MA  
David Gates  
RU to NC (8.21 Acres)  
1700 Dutch Fork Road  
TMS # R02408-02-02 [SECOND READING] [PAGES  
32-33]
- c. 17-047MA  
Sharon Mann  
RU to GC (3.2 Acres)  
2250 Legrand Rd. & Pinnacle Point Drive  
TMS # R17108-01-05 [SECOND READING] [PAGES  
34-35]
- d. 18-001MA  
Matt Mungo

RM-HD to RS-HD (10.39 Acres)  
Bush Road  
TMS # R20200-01-53 [SECOND READING] [PAGES  
36-37]

- e. 18-002MA  
Jesse Bray  
RU to RS-E (40.67 Acres)  
Koon Road  
TMS # R03400-02-56 [SECOND READING] [PAGES  
38-39]
- f. Accepting a portion of Fountain Lake Road into the  
County Road Maintenance System [PAGES 40-44]
- g. Petition to Close Old Percival Road [PAGES 45-48]
- h. Richland County Release and Abandonment of Water  
Line at Killian's Crossing [PAGES 49-59]
- i. Council Motion: HOA's operated by developers or  
management firms should be fined if due to their poor  
management, and not that of the homeowners, it causes a  
hardship on the homeowners or community. NOTE:  
There are improperly maintained detention ponds that  
have trees growing in them which causes flooding during  
a bad storm [N. Jackson] [PAGES 60-62]
- j. Proposal to improve the treatment and care of lost and  
abandoned animals in Richland County and Forest Acres  
via Councilman Manning [PAGES 63-65]
- k. Council Motion: In future housing development or  
construction, houses built must be at a safe distance to  
prevent the transfer of being affected by fire. Fire  
retardant materials must be used or a safe distance must  
be developed separating the houses [N. Jackson]  
[PAGES 66-74]
- l. Council Motion I move that for the reasons of  
transparency, integrity, accessibility, dignity,  
accountability and citizen respect that all County Council  
Work Sessions/Workshops be conducted in the newly  
renovated, state-of-the-art Council Chambers and  
Livestreamed (to include being archived on the County  
website). [Manning] [PAGES 75-78]
- m. Addition of Property to Pauper's cemetery (located at 779  
Two Notch Rd) [PAGES 79-84]
- n. Council Motion: Without prior notice, in June 2017 the  
City of Columbia raised the stormwater management fees

for Hamilton Owens Airport by 74% creating a severe financial hardship on airport operations. This increase amounts to 27% of the airport's annual operating budget even though less than one percent of airport stormwater is managed by the City. Attempts to negotiate these rates have proven unsuccessful at the staff level. Recent studies have shown that a Hamilton Owens Airport has a 14+ million dollar economic impact on the City of Columbia. This Motion requests that further payments of this unreasonable storm water management fee be withheld until such time as City officials provide a rate structure that is more tenable and consistent with the actual service being provided [Pearce] [PAGES 85-88]

- o.** Request to waive Section III of Wilson Farms' Declaration of Restrictive Covenants for lot 1 [PAGES 89-112]
- p.** Funding Request for Little Lake Katherine [PAGE 113]

**13. THIRD READING ITEMS**

The Honorable Joyce Dickerson

- a.** An Ordinance Authorizing a deed to 908 Group Holdings, LLC, for 1328-1400 Huger Street; also described as TMS #09009-11-04 and 09009-11-05 [PAGES 114-115]
- b.** Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Colite International, Ltd. to provide for payment of a fee-in-lieu of taxes; and other related matters. (Formerly Project Lite) [PAGES 116-146]
- c.** Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 147-177]

**14. SECOND READING ITEMS**

The Honorable Joyce Dickerson

- a.** An Ordinance Authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Hollywood Hills Sewer System improvements; Richland County TMS #11807-08-21, 22, 39, 40 & 42 (portion) [PAGES 178-179]

**15. FIRST READING ITEM**

The Honorable Joyce Dickerson

- a. Authorizing the execution of the amended and restated master agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, confirming the boundaries of the I-77 Corridor Regional Industrial Park; and other related matters [PAGES 180-200]

**16. REPORT OF DEVELOPMENT & SERVICES COMMITTEE**

The Honorable Greg Pearce

- a. Council Motion: Move to review the existing "cat" ordinance and remove the last sentence of the ordinance. [Pearce] [PAGES 201-218]

**17. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Paul Livingston

- a. Approval of Contractor Change Order for Dawson Pond repair project [PAGES 219-226]

**18. REPORT OF RULES & APPOINTMENTS COMMITTEE**

The Honorable Bill Malinowski

**19. NOTIFICATION OF APPOINTMENTS**

- a. Business Service Center Appeals Board - 1
  - 1. Britton L. All [PAGES 228-230]
- b. Lexington Richland Alcohol Drug Abuse Council – 2
  - 1. Gregory B. Cunningham [PAGES 231-232]
  - 2. Stephen M. Juskiewicz [PAGES 233-234]

**20. REPORT OF THE CIVIL RIGHTS MUSEUM AD HOC COMMITTEE**

The Honorable Paul Livingston

- a. Renaissance Foundation Funding Request [PAGES 235-242]

**21. REPORT OF THE CLERK'S AD HOC COMMITTEE**

The Honorable Dalhi Myers

- a. Selection of Final Candidates
- b. Interview Dates & Times
- c. Approval of Suggested Selection/Interview Questions

- d. Approval of Job Description
- e. Dates for Full Council Interviews
- f. Approval of Candidate & Interview Memo/Outline of all information to be provided to full Council

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

The Honorable Greg Pearce

- a. Change Orders to Tetra Tech's Current Contract for Implementation of HMGP awards [PAGES 243-244]
- b. Additional HMGP Buy-Out Application [PAGE 244]
- c. Single Family Home Replacement Program under CDBG-DR [PAGE 244]

**23. OTHER ITEMS**

The Honorable Joyce Dickerson

- a. FY18 - District 11 Hospitality Tax Allocations [PAGES 245-246]
- b. A Resolution to appoint and commission Jered Brien Nisky as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County {Emergency Services} [PAGE 247]

**24. CITIZENS' INPUT**

The Honorable Joyce Dickerson

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

The Honorable Joyce Dickerson

**25. EXECUTIVE SESSION**

Larry Smith, County Attorney

**26. MOTION PERIOD**

- a. Request that Council approve a Resolution supporting Senate Bill 833 and House Bill 3896; Lot Cleanup Legislation. These bills would provide the same authority currently provided to municipalities and would allow the county to pass an Ordinance that the owner of any property in the county must keep their property clean of debris and other unsightly conditions constituting a nuisance. If the property owner fails to correct the conditions constituting the nuisance, the county would have the authority to enter the property, correct the conditions and collect the cost of the cleanup on the property tax bill. Farm land is exempt from the provisions of these bills. If passed by Council, a copy of

The Honorable Greg Pearce



the Resolution supporting the legislations should be sent to each members of the Richland County Legislative Delegation.

- b.** Move that the Rules & Appointments Committee review the current County Council Rules and offer amendments for consideration by Council that would clarify exactly how County Council voting will occur with specific reference to how a non-vote (i.e , not a “yes”, “no” or “abstain” vote) from a member present at the meeting shall be counted or not counted.

The Honorable Greg Pearce
- c.** Move that the Chair and Vice Chair review all of the Committees and Liaison assignments listed on the document distributed every January and purge from this list all of those items that are no longer active. (Example: Commission on Aging Ad Hoc Committee; Consolidation & Privatization Committee).

The Honorable Greg Pearce
- d.** Consider two big items to the Renaissance Plan, one in the Southeast and the other in the Northeast. A Basketball complex in the Southeast and a Baseball complex in the Northeast. (Revenue producing) Note: Some of the most popular basketball tournaments in Richland County the Chick-Fil A classic turn away visitors. Richland School District 1 & 2 pays a tremendous amount of money annually for rental of the Coliseum for graduation services. The use of the basketball complex could be used for graduation services, bringing in much needed revenue to the County. It is difficult for Richland County to host sports tournaments because visitors have to drive and navigate to get to different parks not adequately equipped.

The Honorable Norman Jackson
- e.** To clarify the motion passed to move forward with the Renaissance Plan. Motion was to “move forward with the plan, to include the necessary purchase by the Administrator, as discussed in Executive Session.” Note: The motion did not give the Administrator permission to purchase additional property or make decisions without input and approval of full Council. In executive session the discussion included Vision, Draft, and Public Input. It is paramount that this process is not ignored.

The Honorable Norman Jackson
- f.** Develop an overlay for Garners Ferry Road and Sumter Highway Corridor eastward, for setbacks, signage, borders, shrubbery and other appearances to keep the rural character.

The Honorable Norman Jackson

**27. ADJOURNMENT**



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



## Richland County Council

REGULAR SESSION

February 20, 2018 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

**COUNCIL MEMBERS PRESENT:** Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Greg Pearce, Seth Rose, Calvin “Chip” Jackson, Norman Jackson, Gwen Kennedy, Paul Livingston, Yvonne McBride, Dalhi Myers and Jim Manning

**OTHERS PRESENT:** Michelle Onley, Jamelle Ellis, Brandon Madden, Sandra Yudice, Larry Smith, Kim Williams-Roberts, Gerald Seals, Shane Kitchens, Beverly Harris, Tony Edwards, Tim Nielsen, Trenia Bowers, Dwight Hanna, Tracy Hegler, Stacey Hamm, Quinton Epps, Michael Niermeier, Brad Farrar, John Thompson, Laura Renwick, and Ismail Ozbek

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Jim Manning
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jim Manning
4. **PRESENTATION OF PROCLAMATION: A Proclamation Honoring Becky Bailey for her service to the Richland County Conservation Commission** – Ms. Kennedy and Ms. Dickerson presented the proclamation to Ms. Bailey.
5. **APPROVAL OF MINUTES**
  - a. **Regular Session: February 6, 2018** – Ms. Myers moved, seconded by Mr. N. Jackson, to approve the minutes as distributed.

Mr. Malinowski stated it is his recollection motion (h): “Move that the Council set aside time as soon as possible either during a regularly scheduled meeting or work session to discuss issues related to the Fire Contract as outlined at the recent Council Retreat to provide the County Administrator with direction” listed on p. 28 of the agenda packet was withdrawn by Mr. Pearce. The Clerk’s Office will make the necessary correction to the minutes.

In addition, Mr. Malinowski moved to defer approval of the portion of the minutes regarding the following item: “Contractual Matter: Pinewood Lake Park: Property Acquisition” and reconsider it during Executive Session. Mr. Pearce seconded the motion.

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

Opposed: McBride and Rose

The vote was in favor.

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

The vote in favor was unanimous to approve the minutes as amended.

6. **ADOPTION OF THE AGENDA** – Mr. Malinowski stated “Legislative Night Out” needs to be added under the Report of the Clerk of Council.

Mr. Livingston inquired as to what action Mr. Malinowski wanted to take regarding the item that was reconsidered.

Mr. Malinowski stated he wanted to discuss the matter during Executive Session.

Mr. Smith stated the subject matter is already on the agenda under the Report of the County Attorney.

Mr. Smith requested that Item 9(c): “Contractual Matter/Legal Advice: PDT Audit” be removed from the agenda.

Mr. Seals requested that Item 7(c): “Presentation of the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2017 be removed from the agenda.

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

Opposed: Manning

The vote was in favor to adopt the agenda as amended.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION**

- a. Contractual Matter: City of Columbia
- b. Employee Grievance
- c. Contractual Matter: Pinewood Lake Update

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

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Contractual Matter: City of Columbia – This item was taken up in Executive Session.
- b. Vehicle Assistance for Benedict College – Mr. Seals stated this is a request from Benedict College for Council to approve the redirection of five (5) County surplus vehicles for utilization by Benedict College’s police force.

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve Benedict College’s request of five (5) County surplus vehicles.

Mr. Malinowski inquired if Benedict College also made a similar request of the City of Columbia since they are often time requested to assist the City of Columbia Police Department with calls within the surrounding area.

Mr. Seals stated he does know the answer.

Mr. Malinowski inquired if the County needs to execute a hold harmless agreement or MOU prior to donating the vehicles to protect the County from them potentially coming back and stating the vehicle caused an accident.

Mr. Smith stated if Council agrees to donate the vehicle it can be done with an agreement with the appropriate stipulations and provisions to protect the County. As it relates to liability, once the vehicles become Benedict's property that will be their responsibility.

Ms. Kennedy stated for the record the letter stated "donation or sell".

Mr. N. Jackson stated the County can use the same procedure it did when a vehicle was donated to Allen University.

Ms. Myers inquired if the motion is for donation or sell.

Ms. Dickerson responded the motion is for donation.

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

The vote in favor was unanimous.

- c. Alvin S. Glenn Detention Center Drop-Off – This item was taken up in Executive Session.

10. **REPORT OF THE CLERK OF COUNCIL**

- a. SCAC Mid-Year Conference, February 21, 10:00 AM – 1:00 PM, Embassy Suites – Ms. Roberts reminded Council of the upcoming SCAC Mid-Year Conference.
- b. SCAC Legislative Reception, February 21, 5:30 – 7:00 PM, Palmetto Club – Ms. Roberts reminded Council of the upcoming SCAC Legislative Reception.
- c. SCAC Institute of Government Classes, February 22, 10:00 AM – 1:00 PM; 2:00 – 5:00 PM, Embassy Suites – Ms. Roberts reminded Council of the upcoming SCAC Institute of Government classes.
- d. Legislative Night Out, February 28, 5:30 – 7:30 PM, Columbia Museum of Art – Ms. Roberts reminded Council of the upcoming Richland County "Legislative Night Out".

11. **REPORT OF THE CHAIR**

- a. Introduction of Chief Magistrate – Ms. Dickerson introduced Chief Magistrate Tomothy Edmond to Council.
- b. Courtroom Unveiling Honoring Judge Sims – Ms. Dickerson stated staff is working on scheduling the courtroom unveiling.
- c. Richland Reveal – Ms. Dickerson stated instead of doing a "A State of the County" we will be showcasing all of Richland County in the month of March.

- d. Meeting with City and Town Officials regarding Richland Renaissance – Ms. Dickerson stated she has requested Mr. Seals to assist with scheduling a meeting with officials with the towns, cities, and municipalities in Richland County to receive their input regarding the Richland Renaissance.
- e. Richland One Meeting Update – Ms. Dickerson stated the meeting went well. Several of the Council members, but there is not a lot to report back to Council regarding the meeting at this time.

Mr. C. Jackson requested additional information regarding this item.

Mr. Seals stated County Council made certain budget decisions. In this case, there was some discussion over the extension of sewer and the participation with Richland One. There were some discussion about the amounts of money or what level the district would like to participate at. The Council Chair participated in the last meeting. The results of the meeting was acknowledgement that there was a commitment by the district of \$2 million in the sewer extension project. The request during the meeting was to increase the amount by \$500,000. Thereby bringing the total amount to \$2.5 million. It is his understanding the district is considering the number and will correspond with Council shortly regarding its decision.

Ms. Dickerson stated she was invited to sit in on the meeting. She said she was hesitate because there were some legal matters that she was not sure she was at liberty to discuss at this particular setting. She meet with Mr. N. Jackson, Ms. Myers, Mr. Seals and School Board members.

Mr. C. Jackson stated he knew the level of costs involved in this project and he wondered (a) if there was a meeting of the minds, in terms of the dollar amounts; (b) if Mr. Seals or the County is satisfied that if that figure is one they are amenable to it will work from the County's perspective.

Mr. Seals stated there has been a follow-up correspondence from the District Chair and the response the County has made to that letter is that everything would be codified in an intergovernmental agreement. However, that is contingent on the district arriving at a conclusion on the \$2. 5 million. There has not been an indication the conclusion has been met.

Mr. N. Jackson stated it appears there were some misunderstandings by the School Board and this is more of a contractual matter.

Ms. Myers stated initially there were 2 schools covered. Currently there will be 3 schools. The discussion was can, not must, the district participate and if they can at what level. The school have to be taken care of and Council is not suggesting that it won't. She stated this is an ongoing discussion and it is a discussion that is contractual in nature.

Ms. McBride inquired if this will be something that comes back before Council.

Ms. Dickerson stated both parties will have to agree to an intergovernmental agreement.

Mr. Smith stated he e-mailed the correspondence to Council and explained that he would recommend since the letter itself was not binding that we propose an intergovernmental agreement with the School District I, so the terms and conditions agreed upon would be formal.

Mr. N. Jackson inquired if there was already an agreement for the \$2 million.

Mr. Smith stated he was not aware of a previous agreement. He was forwarded a letter with the amount of \$2.5 million proposed. He then suggested entering into an intergovernmental agreement since the letter was not binding.

Mr. N. Jackson stated in the discussion with the School Board they said they had agreed to \$2 million when the plan was passed.

Mr. Seals stated there was no agreement. In searching the archives of the School District, we have learned there was a draft of an agreement. The draft was never circulated to Legal or the Administrator.

- f. Midlands Heart Walk, March 24, Colonial Life Arena – Ms. Dickerson stated she was contacted by City Councilwoman Tameika Issac-Devine to ensure the County is addressing heart disease. She has requested Ms. Roberts and Ms. Onley to assist with working on a heart walk. In addition, she has requested Mr. Seals to assist with providing additional staff for the event.

Mr. Livingston suggested partnering with someone.

Ms. Dickerson stated the County will be looking for someone to assist with raising funds for the event.

- g. Protocol for reporting absences – Ms. Dickerson stated she is requesting that protocol to be followed when a Council members is not going to be present at the Council meeting by contacting the Clerk’s Office or someone know so it can be announced at the Council meeting.

Mr. Malinowski read into the record Council Rule 3.2: “**Attendance** – Each member shall be within the Council Chambers during its meetings unless excused or necessarily prevented. The Chair, if notified prior to the meeting, may excuse any member from attendance at meetings of the Council and its committees for any stated period upon reason shown, and such excused absence shall be noted in the minutes.”

Mr. Manning stated Mr. Malinowski was reading from the Council Rules and several meetings back Mr. Malinowski had indicated Council had not had a current version of the rules and he was going to work on getting the rules updated by Legal. He inquired if the version Mr. Malinowski read from was the updated rules.

Mr. Malinowski stated the Council Rules he read from are from November 2017 and there are other updates that need to be added by the Clerk’s Office.

## 12. **APPROVAL OF CONSENT ITEMS**

- a. 17-033 MA  
Derrick J. Harris, Sr.  
RU to LI (1.19 Acres)  
7640 Fairfield Road  
TMS# R12000-02-01 [THIRD READING]
- b. 17-041MA  
Bruce Gleaton  
GC to RS-E (2.99 Acres)

Regular Session  
February 20, 2018

742 Sharpes Road  
TMS# 14402-04-05 [THIRD READING]

- c. 17-043MA  
Johnathon P. Holley  
HI to GC (1.68 Acres)  
9010 Farrow Road  
TMS # 17211-01-08 [THIRD READING]
- d. 17-044MA  
Sandy Moseley and Shaffin Valimohamed  
RM-MD to NC (.27 Acres)  
7004 Hilo Street  
TMS # 19203-10-20 [THIRD READING]
- e. An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Ballentine Branch Library Dutch Fork Road; Richland County TMS # 03303-01-06 & 02 (portion) [SECOND READING]

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

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

The vote in favor was unanimous.

13. **THIRD READING ITEMS**

- a. 17-036MA  
Richland County  
PDD to PDD (2 Acres)  
1 Summit Parkway  
TMS # R23000-03-07

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

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

The vote in favor was unanimous.

- b. 17-039MA  
Troy Berry  
RS-LD to NC (2 Acres)  
1215 North Brickyard Road  
TMS # 20100-05-01 & 02

Ms. Kennedy moved, seconded by Mr. N. Jackson, to approve this item.

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



The vote in favor was unanimous.

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

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

Mr. Malinowski thanked Ms. Hegler for providing the additional information.

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

The vote in favor was unanimous.

14. **SECOND READING ITEM**

- a. An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto – Mr. Seals stated based on the meeting earlier today it would be appropriate to defer this item until the items committed to be brought to Council within 10 days are provided.

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

Ms. Dickerson stated Mr. Livingston and Mr. Malinowski have questions.

Mr. N. Jackson withdrew his motion to allow discussion.

Mr. Livingston stated this is Second Reading and the changes can be made prior to Third Reading. He further stated he is concerned about the getting this completed in a timely manner.

Mr. Smith stated from a process perspective Council can move forward; however, at looking at the number of things that Council has to decide, some of which were discussed at the work session, and it was thought the better approach would be for Council to get the recommendation from the Administrator. Council still has to make some decisions on the matters the Administrator brings to Council and anything else that may not be addressed by his recommendation. Once staff receives guidance from Council the ordinance will have to be amended to reflect the recommendations.

Mr. Manning stated for clarification that Council could defer tonight, but if they don't they can still defer at Third Reading. In addition, if Council wishes to make changes at Third Reading they are able to do so through motions.

Mr. Smith also stated Council normally has the public hearing during the Second Reading. To the extent that the ordinance has been supplemented, Council may want to get whatever public input would go with the Second Reading of the ordinance. Legally and procedurally if Council wants to go forward with Second Reading, they can do so.

Mr. Malinowski stated Mr. Smith answered his question. Since this is a three reading and public hearing item, if we move forward it does not give the public much time to give Council input before they move forward.

Mr. N. Jackson inquired as to where the public hearing for this item is on the agenda or we have to vote on Second Reading without a public hearing.

Ms. Dickerson stated that is what Mr. Smith was telling Council.

Mr. N. Jackson stated he remembers when we had public hearing on Third Reading also.

Mr. Pearce stated if we have not had a public hearing and we pass Second Reading then we will have at a future meeting a public hearing and Third Reading. He inquired as to why the public would not have time to weigh in on it.

Mr. Malinowski stated what he understood was that we would have the public hearing at Third Reading, not prior.

Mr. Livingston stated that was not his motion. His motion had nothing to do with the public hearing. It simply referred to moving forward on Second Reading tonight.

Ms. Dickerson stated Mr. Livingston did not make the motion. It was simply a statement, right?

Mr. Livingston stated that was his intent.

Ms. Myers inquired if Mr. Smith and Mr. Malinowski are suggesting because of the timeframe to put the item out for public notice that it would be too short to get proper input.

Mr. Malinowski responded in the affirmative.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to defer.

In Favor: Malinowski, Myers, Dickerson, N. Jackson, and McBride

Opposed: C. Jackson, Pearce, Kennedy, Manning, Livingston, and Rose

The motion for deferral failed.

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

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

Opposed: Malinowski

The vote was in favor.

Mr. Livingston stated in the future if there is going to be a recommendation from the Administrator for deferral to try to advise Council prior to the Council meeting.

Mr. Seals acknowledged the request and apologized for not bringing it to Council's attention earlier in the meeting.

**POINT OF ORDER** – Mr. N. Jackson inquired if Items 14(b), (c), and (d) will require a public hearing.

Ms. Dickerson responded in the affirmative.

Mr. N. Jackson inquired if the public hearing is at this meeting.

The public hearing was not scheduled for tonight's meeting.

Mr. N. Jackson moved to defer these items since the public hearing was not scheduled.

Ms. Onley stated these items are economic development items and outside counsel advertises for those public hearings. The public hearing for economic development items are routinely done at Third Reading.

Mr. N. Jackson withdrew his motion.

Mr. Livingston reiterated the comments made by Ms. Onley regarding the public hearing for the economic development items.

- b. An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated May 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce, Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Lite to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and a Company identified for the time being as Project

Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

15. **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

16. **NOTIFICATION OF APPOINTMENTS**

- a. Employee Grievance Committee – 1 – Mr. Malinowski stated the committee recommended appointing Florence Chretien.

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

The vote in favor was unanimous.

- b. Township Auditorium Board – 1 – Mr. Malinowski stated the committee forwarded this item to Council without a recommendation.

Mr. Malinowski moved, seconded by Mr. Pearce, to appoint Mr. Carlos W. Gibbons, Jr.

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

The vote in favor was unanimous.

- c. Internal Audit Committee – 1 – Mr. Malinowski stated the committee recommended appointing Sarah Corbett.

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

The vote in favor was unanimous.

17. **OTHER ITEMS**

- a. FY18 – District 3 Hospitality Tax Allocations – Mr. Manning moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

18. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – Ms. Cindy Smith and Ms. Peggy Ondrea spoke regarding zoning violations at 1025 Ellett Road, Chapin.

Ms. Carol Goodson Eaddy spoke in favor of the Lower Richland Sewer Project.

Mr. Malinowski stated he was glad Ms. Smith came to speak to Council this evening. He has made numerous phone calls to the County trying to get this corrected without resolution. It appears we have an individual that is flaunting the County's ordinances and laws, but nothing is being done about it. He further stated maybe the ordinances need to be changed to get some teeth in them.

Mr. Rose requested Mr. Seals to assist the Chapin residents with this issue.

Ms. Myers thanked Ms. Eaddy for coming to speak in favor of sewer and promised it is on the way.

19. **EXECUTIVE SESSION**

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

The vote in favor was unanimous to go into Executive Session.

*Council went into Executive Session at approximately 7:05 PM and came out at approximately 7:42 PM*

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

The vote in favor was unanimous to come out of Executive Session.

- a. **Employee Grievance** – Mr. Livingston moved, seconded by Mr. Pearce, to uphold the Administrator's recommendation.

Mr. Malinowski made a substitute motion, seconded by Mr. N. Jackson, to not uphold the Administrator's recommendation.

In Favor: Malinowski and N. Jackson

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

The substitute motion failed.

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

Opposed: Malinowski and N. Jackson

The vote was in favor of the motion to uphold the Administrator's recommendation.

- b. Contractual Matter: Pinewood Lake Update – Mr. Livingston moved, seconded by Mr. Malinowski, to instruct the Administrator to move forward with reimbursement from the contractor as discussed in Executive Session.

Mr. Seals requested that Council make it clear that all the County Administrator is to do is seek reimbursement of the \$126,000 and proceed no further.

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

Opposed: N. Jackson  
The vote was in favor.

- c. Contractual Matter: City of Columbia – Ms. Dickerson moved, seconded by Mr. Rose, to defer this item to the March 6<sup>th</sup> Council meeting.

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

The vote in favor was unanimous.

## 27. **MOTION PERIOD**

- a. Direct Administrator Seals to research the Richland Renaissance to touch all parts of Richland County for economic and tourist development, especially in areas that are gateways to Richland County. Following his research provide Council an updated potential plan/recommendation by the March 20, 2018 Council meeting. [MALINOWSKI] – This item was referred to the County Administrator.
- b. I move to declare “bump stock” “bump fire stocks” “trigger crank” and “gat crank” trigger devices illegal in Richland County. NOTE: In 2010 the US Bureau of Alcohol, Tobacco, Firearms, and Explosives declared a “bump stock” is a firearm part and is not regulated as a firearm under the US Gun Control Act or the National Firearms Act. (a) Any device capable of being attached to a firearm for the purpose of increasing the firing rate or capabilities of the firearm using recoil, commonly known as “bump stocks” or “bump fire stocks”, are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable in magistrate court. (b) Any device capable of attaching to a firearm and which repeatedly activates the trigger of the weapon through the use of a lever or other part that is turned in a circular motion, commonly known as “trigger crank” or “gat crank”, are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable in magistrate court. (c) Violations as stated in Section (a) or (b) above are subject to the following exceptions: 1. Any member of the United States military or any legally sworn law enforcement personnel while engaged in the course of their duties or in training; 2. Any “bump stock” or “trigger crank” device which is possessed by a person who is not prohibited under State or Federal law from using, owning or possessing a firearm, and the device is completely disconnected from any firearm in a manner which would render the device inoperable and stored in a separate container from the firearm or weapon; 3. Any law enforcement officer or department which has seized a firearm, with “bump stock” or “trigger crank” attached, pursuant to a lawful seizure of a weapon, as contraband or evidence of a crime, inside Richland County; provided, however, any law enforcement agency taking possession of a “bump stock” attached to a firearm must notify the Sheriff’s Department

immediately to inform them of the existence of the device, the location where it was obtained, where the device will be stored and any other facts relevant to the use or possession by a person.  
[MANNING] – This item was referred to the D&S Committee.

**ADJOURN** – The meeting adjourned at approximately 7:52 PM



## Richland County Council

ZONING PUBLIC HEARING  
February 27, 2018 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

**COUNCIL MEMBERS PRESENT:** Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin “Chip” Jackson, Norman Jackson, Paul Livingston, Jim Manning, Yvonne McBride, Dalhi Myers, Greg Pearce, and Seth Rose

**OTHERS PRESENT:** Michelle Onley, Geo Price, Tracy Hegler, Tommy DeLage, Larry Smith, Ashley Powell, Dale Welch, Trena Bowers, Brad Farrar, Jamelle Ellis and Kim Williams-Roberts

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **ADOPTION OF THE AGENDA** – Mr. N. Jackson moved, seconded by Mr. Malinowski, to adopt the agenda as published.

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

The vote in favor was unanimous.

4. **MAP AMENDMENTS**

- a. 17-025 MA  
Hugh Palmer  
RS-MD to NC (5.23 Acres)  
502 Rimer Pond Road  
TMS# R20500-04-27 [FIRST READING]

Mr. C. Jackson moved, seconded by Mr. Manning, to deny the re-zoning request.

Mr. C. Jackson stated he feels very strongly about this situation and the way the process is working. Quite candidly, he believes the process for approving zoning changes is flawed and it needs to have its guidelines reworked. He has shared these comments with Ms. Hegler and she has indicated in the code rewrite they are going to do that. In the interim, he would like to go on record to state his views and concerns. He thinks the process does not accommodate and add any weight to community support or non-support for any zoning request. The process does not accommodate a support or non-support by the school district, if one is affected by a zoning request. The process does not accommodate for regulatory agency (i.e. DHEC) approval in advance. The number of times a parcel can be re-zoned in the course of its life and be presented should be identified. He does not think any request for a re-zoning should be brought to Council without a recommendation from both staff and the Planning Commission. We should not be asked to take action on an item that has not



had that level of recommendation by both parties. None of these measures are in place and because they are not in place we are having situations, like tonight, where Council is being asked to make difficult decisions without the kind of input he believes is absolutely critical and fair in making those decisions. And because of that he is not willing to make a decision without those levels of involvement and participation.

Mr. N. Jackson requested clarification if this item went through the Planning Commission or staff.

Mr. C. Jackson stated the Planning Commission did not offer a recommendation. Staff did offer a recommendation.

Mr. N. Jackson stated in the past there have been times when Council committees have forwarded items without recommendation. If the Planning Commission votes for or against it, Council still has to make a decision to approve it or not. He is not trying to go for or against any entity. He wants to be fair in the process. If there has been a Comprehensive Land Use Plan or Neighborhood Master Plan usually staff has a recommendation. If Council does anything different than staff's recommendation a justification is given. He believes this item followed the process that has been followed over the years to for all cases and he does not see where it is flawed. Sometimes we do not get a recommendation from the Planning Commission or staff.

Mr. C. Jackson stated he knows of some situations where there would be some issues that may be environmentally effected and the process says re-zone and then we will get with DHEC and make sure that happens. He believes that is flawed. The plan for having DHEC approve it should come before it is re-zoned, not after it is re-zoned.

Ms. Hegler stated Mr. C. Jackson is correct in the sense that the re-zoning recommendations from staff are based on the Comprehensive Plan and the general characteristics of the surrounding area. Staff does not do impact studies. Those are done currently at the time of development and the code requires that. The thinking is the re-zoning is about the use of the property. Whether or not it can be developed in compliance with County or State regulations happens at the time of development. Staff is working on finding a happy medium and making sure they are providing more information. In her 6 years with the County, staff has always provided a recommendation. They try to stay consistent with their interpretation of the Comprehensive Plan. Planning Commission, by their rules, can land on a tie and that comes forward without a recommendation. That happens frequently. The Planning Commission is working on updating their rules and we can bring that to their attention.

Mr. Manning stated he hates to vote against business development in the County. He hates to vote against someone wanting to sell their property to make money. He hates to vote against businesses opening because somebody may rob it. He hates to think County Council would move into the area of determining if certain businesses are needed. He hates think we would do things to stifle business growth that helps to financially support our school districts. He hates to think that staff spends so much time and energy creating a Comprehensive Plan and we would disregard it. He hates to think the owner has adjusted the request based on what they have heard at public hearings previously in this Chamber. However, when he saw the number of people that showed up on the Tuesday night before Christmas, that continue in their efforts to communicate with him, as a Council member, through hundreds of emails over a course of a couple months he has to go with power with the people.

Mr. Malinowski stated he wanted to comment on Ms. Hegler's response regarding the tie vote. When Council has a tie vote the item winds up not passing and is a denial. Why would not the same rules apply to the Planning Commission?

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

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Myers recognized that Rep. Joe McEachern was in the audience.

- b. 17-042MA  
Avon Banks  
RM-HD to OI (26.14 Acres)  
5071 Percival Road  
TMS# 28800-02-25 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Avon Banks spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- c. 17-045MA  
Jesse Bray  
RU to RS-E (72.79 & 8.97 = 81.76 Acres)  
Johnson Marina Road & Forrest Shealy Road  
TMS# R01510-01-01 & R01509-01-04 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Jesses Bray, Mr. Jordan Hammond, and Mr. Gerald Steele spoke in favor of this item.

Mr. Lou Urshel, Ms. Farrah Brown, Ms. Donna Cole, Mr. William Young, Mr. Rudy Harrington, Mr. Thomas Callan, Ms. Kim Murphy, Mr. Wayne Duncan, Ms. Lisa Weir and Ms. Janice Decker spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski stated for clarification on statements made earlier regarding 4 roads projects in the area. He does not know what SCDOT has planned or when they will be done. A statement was made that Guise Road may be paved and used as a possible entrance/exit to the development. He spoke with the Transportation Department and was told it is on the list of dirt roads to be paved, but it is not in sight to be paved. He also stated one of the roads that runs past the Lowman Home is under consideration to be closed because the speed bumps have not been helping and we need to protect the seniors in that area. To assume the problems would be handled by other government agencies...When will they be handled? And by who? That leaves a lot to conjecture. After initially speaking with the community and developers, it seemed the biggest concern of density was resolved by a reduction of 40% to 178 units, less the bonuses. Since that time many other questions and

concerns have come up besides density. An impact study has not been conducted in the areas of law enforcement, fire, EMS, current traffic and future road improvements to alleviate the congestion. There are existing sewer problems in the area that include overflows and backups into homes. Silt run off into Lake Murray having a negative effect on the lake. And as mentioned earlier, the cove was tested and fecal matter was identified in the cove from the sewer overflow. The schools serving the area have a freeze due to overcrowding and students will have to be bused elsewhere. He commended Jesse Bray with D. R. Horton for working with the community and Richland County on this matter and reducing the zoning density, but we must adapt to changing times. With all the existing infrastructure problems we have right now he does not feel it is beneficial to the community nor to Richland County to move forward, at this time. He believes we can reconsider this in the future when these problems are taken care of.

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

Mr. Pearce stated it really concerns him about the sewer issues. He inquired if this is the Broad River Sewer System.

Mr. Malinowski stated it is the County's sewer and was discussed in Executive Session last year. The Administrator and staff have had meetings with the individuals affected by these problems. The Administrator has a plan for resolution, but it will take approximately 2 years before it is completed and functioning.

Mr. Pearce stated the lake is very fragile and it is getting beat up all over the place. If the County is contributing to it with the sewer, we need to make it a priority.

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

The vote in favor was unanimous.

- d. 17-046MA  
David Gates  
RU to NC (8.21 Acres)  
1700 Dutch Fork Road  
TMS# R02408-02-02 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

The citizens chose not to speak.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to approve this item.

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

The vote in favor was unanimous.

- e. 17-047MA  
Sharon Mann  
RU to GC (3.2 Acres)  
2250 Legrand Rd. & Pinnacle Point Drive

TMS# R17108-01-05 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- f. 17-048MA  
Mike McCall  
RU to RS-LD (.49 Acres)  
10 North Drive  
TMS# R02403-01-10 [FIRST READING]

Mr. Malinowski moved, seconded by Mr. Livingston, to defer the public hearing and the item until the March Zoning Public Hearing.

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

The vote in favor was unanimous.

- g. 18-001MA  
Matt Mungo  
RM-HD to RS-HD (10.39 Acres)  
Bush Road  
TMS# R20200-01-53 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Mr. N. Jackson, to approve this item.

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

The vote in favor was unanimous.

- h. 18-002MA  
Jesse Bray  
RU to RS-E (40.67 Acres)  
Koon Road  
TMS# R03400-02-56 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Jesse Bray and Mr. Jordan Hammond spoke in favor of this item.

Mr. David Mullins and Ms. Kim Murphy spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski stated in regards to other land that is not developed in this area, it is up to this Council to decide whether or not we should approve additional re-zoning in the future. He has spoken with Mr. Bray and Mr. Hammond and has requested they consider the residents' request for strong buffers in the backyards of the homes bordering Koon Road. They have stated they will do the best they can. Originally the request was for 147 homes. The new request is for 107 homes. Their hands are tied in reference to entrances and roads because of SCDOT rules. In reference to traffic, he would like to see Richland County Sheriff's Department to check into alleviating the congestion during school times or if this development creates additional congestion.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to approve this item.

Mr. C. Jackson stated when there are serious environmental issues that everyone is aware that must be addressed, he would like to see them addressed in advance of a zoning change. Where there are potential spillway problems or dam problems that are already at capacity that may be affected negatively he would like to be assured those are going to be addressed before the zoning change. Where DHEC's minimum standards are in place and those minimum standards may not be sufficient for those families that are downhill of those proposed zoning change, he would like to see those approvals by DHEC be given in advance for more than just the minimum but to assure those affected have those issues resolved before a zoning request has been approved.

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

The vote in favor was unanimous.

5. **ADJOURNMENT** – The meeting adjourned at approximately 8:07 PM.

## Richland County Council Request for Action

**Subject:**

17-042MA  
Avon Banks  
RM-HD to OI (26.14 Acres)  
5071 Percival Road  
TMS # 28800-02-25

**Notes:**

First Reading: February 27, 2018  
Second Reading: March 6, 2018 {Tentative}  
Third Reading: March 20, 2018 {Tentative}  
Public Hearing: February 27, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 28800-02-25 FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 28800-02-25 from Residential Multi-Family High Density district (RM-HD) to Office and Institutional district (OI) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2018.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Michelle M. Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 27, 2018  
First Reading: February 27, 2018  
Second Reading: March 6, 2018  
Third Reading: March 20, 2018

## Richland County Council Request for Action

**Subject:**

17-046MA  
David Gates  
RU to NC (8.21 Acres)  
1700 Dutch Fork Road  
TMS # R02408-02-02

**Notes:**

First Reading: February 27, 2018  
Second Reading: March 6, 2018 {Tentative}  
Third Reading: March 20, 2018 {Tentative}  
Public Hearing: February 27, 2018



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02408-02-02 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02408-02-02 from Rural district (RU) to Neighborhood Commercial district (NC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2018.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Michelle M. Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 27, 2018  
First Reading: February 27, 2018  
Second Reading: March 6, 2018  
Third Reading: March 20, 2018

## Richland County Council Request for Action

**Subject:**

17-047MA  
Sharon Mann  
RU to GC (3.2 Acres)  
2250 Legrand Rd. & Pinnacle Point Drive  
TMS # R17108-01-05

**Notes:**

First Reading: February 27, 2018  
Second Reading: March 6, 2018 {Tentative}  
Third Reading: March 20, 2018 {Tentative}  
Public Hearing: February 27, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17108-01-05 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17108-01-05 from Rural district (RU) to General Commercial district (GC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2018.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Michelle M. Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 27, 2018  
First Reading: February 27, 2018  
Second Reading: March 6, 2018  
Third Reading: March 20, 2018

## Richland County Council Request for Action

**Subject:**

18-001MA  
Matt Mungo  
RM-HD to RS-HD (10.39 Acres)  
Bush Road  
TMS # R20200-01-53

**Notes:**

First Reading: February 27, 2018  
Second Reading: March 6, 2018 {Tentative}  
Third Reading: March 20, 2018 {Tentative}  
Public Hearing: February 27, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20200-01-53 FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) TO RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20200-01-53 from Residential Multi-Family High Density district (RM-HD) to Residential Single-Family High Density district (RS-HD) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2018.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Michelle M. Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 27, 2018  
First Reading: February 27, 2018  
Second Reading: March 6, 2018  
Third Reading: March 20, 2018

## Richland County Council Request for Action

**Subject:**

18-002MA  
Jesse Bray  
RU to RS-E (40.67 Acres)  
Koon Road  
TMS # R03400-02-56

**Notes:**

First Reading: February 27, 2018  
Second Reading: March 6, 2018 {Tentative}  
Third Reading: March 20, 2018 {Tentative}  
Public Hearing: February 27, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 03400-02-56 FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY ESTATE DISTRICT (RS-E); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 03400-02-56 from Rural district (RU) to Residential Single-Family Estate district (RS-E) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2018.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Michelle M. Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 27, 2018  
First Reading: February 27, 2018  
Second Reading: March 6, 2018  
Third Reading: March 20, 2018

## Richland County Council Request for Action

**Subject:**

Accepting a portion of Fountain Lake Road into the County Road Maintenance System

**Notes:**

February 27, 2018 – The committee recommended Council approve the request to accept the portion of Fountain Lake Road within the County limits into the County Road Maintenance System contingent upon the CTC committing funding or the repairs needed.





**February 27, 2018 D&S Committee Briefing Document  
Accepting a portion of Fountain Lake Road into the County Road Maintenance  
System**

**Agenda Item**

County Council is requested to accept a portion of the Fountain Lake road into the County Road Maintenance System

**Background**

The East Lake Company developed the East Lake Subdivision in the early 2000s and deeded most of the roads to Richland County and the City of Columbia. However, a portion of Fountain Lake Road remains privately owned and has fallen into disrepair. Fountain Lake Road, located near Atlas and Garners Ferry Roads, is heavily traveled.

A portion of Fountain Lake Road lies in Richland County and a portion is in the City of Columbia. The eastern terminus of the Excluded Portion being Fountain Lake Road's intersection with the right-of-way for US 76, 378 (Garners Ferry Road) and the western terminus of the Excluded Portion being the end of the current city limits of the City of Columbia, such western terminus being a distance of approximately 250 feet from such eastern terminus. The Excluded Portion is being conveyed to the City of Columbia by East Lake Company, LLC. An area map exhibit is attached to this Briefing Document.

In December 2012, the City of Columbia patched significant potholes on the section within the City limits.

During 2016 and 2017, Richland County, through the Private Property Emergency Maintenance provisions of its *Code of Ordinances*, repaired potholes on the portion in the County on three separate occasions.

**Issues**

Given the road failures and the fact that this road serves a residential subdivision, County Council is requested to accept Fountain Lake Road in its current condition into the County Road Maintenance System. This acceptance would be contingent upon the County Transportation Committee (CTC) agreeing to fund repairs in order to bring it up to standards once it is deeded to the County. Therefore, the issues to be considered as part of this action are:

- Transfer of ownership of the road;
- Its current condition;

- Repair of the road; and
- Perpetual maintenance.

The owner of the road has agreed to convene ownership of the road. Additionally, the CTC has agreed to fund repairs to the road once ownership is transferred. A copy of the commitment letter is attached to this document.

### **Fiscal Impact**

The estimated cost of the repairs needed for Fountain Lake Road is \$310,546 which will be funded using "C" Funds. Annual maintenance costs for the County section of paved road is estimated to be \$340.

### **Past Legislative Actions**

None

### **Alternatives**

1. Approve the request to accept a portion of Fountain Lake Road (that is within the County limits) into the County Road Maintenance System contingent upon the CTC committing funding for the repairs needed.

Or,

2. Do not approve the request and leave the road privately owned, substandard, and needing constant maintenance.

### **Staff Recommendation**

Staff recommends acceptance of a portion of this roadway into the County Road Maintenance System.

Submitted by: Department of Public Works

Date: January 31, 2018

**RICHLAND COUNTY TRANSPORTATION COMMITTEE**

**MEMO**

December 19, 2017

To: Destin Goins, Assistant Street Superintendent City of Columbia, S.C.  
Stephen Staley, PE Richland County Engineer

From: *J.C.B.*  
James C. Brown, Chairman Richland County Transportation Committee

RE: Fountain Lake Road

The Richland County Transportation Committee met on December 12, 2017 and initiated action on the request for funding the City of Columbia and Richland County proposed construction to rebuild the privately maintained section of Fountain Lake Road that begins at Garners Ferry Road.

The CTC approved the estimated amount of \$310,546.08 for this project based on contingent that this section of the road becomes a public entity. CTC funds can only be allowed and allocated for road improvement on governmental maintained roads.

It is my understanding that City of Columbia and Richland County jointly came to an agreement with the private owner to obtain ownership of the respected portion. Once the legal transfer has taken place, we will release funding towards the project.

Any further response, I can be reached at (803)576-1908.

Cc: Ismail Ozbek, PE, Director of Public Works  
Chris Eversmann, PE, Deputy Director of Public Works  
Eva Prioleau, MBA, Program Service Manager  
Robert Anderson, City of Columbia Public Works  
Robert Sweat, City of Columbia Public Works

# Viewer Map



1:5,000  
 0 0.0425 0.085 0.17 mi  
 0 0.05 0.1 0.2 km  
 Richland County

- January 23, 2018
- Parcels
- Municipalities
- Arcadia Lakes
- Blythewood
- Cayce
- Columbia
- Eastover
- Forest Acres
- Irmo
- Inlet Structures
- Grate Inlet
- Other Inlet
- Yard Inlet
- Combo Inlet
- Curb Inlet

## Richland County Council Request for Action

**Subject:**

Petition to Close Old Percival Road

**Notes:**

February 27, 2018 - The committee recommended Council approve the petitioner's request to close the subject road and direct Legal to answer the suit accordingly.



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

**February 27, 2018 Development & Services Committee  
Companion Document**

**Item: Petition to Close Old Percival Rd**

During the December 19, 2018 meeting deliberations the D&S Committee held the request to Close Portion of Old Percival Rd./Spears Creek Rd. in Committee, and requested that staff provide responses to the questions raised by the Committee related thereto. This companion document transmits responses to those questions.

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

1. Is this one of the roads that has not been repaired post-flood; therefore, would have been used but for lack of repair or money to repair?

**ANSWER:** This road was not closed or damaged due to the great flood. It has pine trees covering it and has not been used by vehicles or pedestrians for years or decades. It is really consumed by the forest.

2. Who owns that portion of the road. Mr. Smith stated it is a County-owned road?

**ANSWER:** it is our understanding from title searches relating to adjoining property and the files of the SCDOT that this portion of the road is owned by Richland County.

3. For clarification. In the write-up it says, "Petitioners contend this portion of Old Percival Rd/Spears Creek Rd has not been used in decades and is currently impassable by any vehicular or pedestrian traffic?"

**ANSWER:** This statement is correct. The actual road bed has no paved surfaces and is literally overcome by the adjoining forest. It has trees growing all over it.

4. In regards to a quit claim deed: We (the petitioner) also want to take title to this portion of the road by quit claim deed.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## Development & Services Committee Meeting December 19, 2017 Briefing Document

### Agenda Item

Petition to Close Portion of Old Percival Rd/Spears Creek Rd

### Background

County Council is requested to approve, deny or make a recommendation with respect to a Petition for Road Closing regarding Old Percival Rd/Spears Creek Rd in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Petition For Road Closing and Abandonment filed in the case of *Sanders Group LP v. County of Richland, South Carolina Department of Transportation, Spears Creek Quadrant Partners, US Bank National Association, and Eual and Jean Dial*, Civil Action No.: 17-CP-40-5616.

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County's Planning, Public Works and Emergency Services departments and to forward the request to abandon or close a public road or right-of-way to County Council for disposition. All afore-mentioned departments have been informed of the need for input and none have an objection. Petitioners contend this portion of Old Percival Rd/Spears Creek Rd has not been used in decades and is currently impassable by any vehicular or pedestrian traffic. Petitioners have received no objections by surrounding landowners to the closure of this road. Also, see attached plat provided by Petitioner.

### Issues

N/A

### Fiscal Impact

N/A

### Past Legislative Actions

N/A

### Alternatives

1. Approve petitioner's request to close the subject road and direct Legal to answer the suit accordingly.
2. Deny petitioner's request to close the road, state reasons for such denial, and direct Legal to answer the suit accordingly.

### Staff Recommendation

Council discretion

Submitted by: Lauren Hogan – Legal Department

Date: 11/13/17





## Richland County Council Request for Action

**Subject:**

Richland County Release and Abandonment of Water Line at Killian's Crossing

**Notes:**

February 27, 2018 - The committee recommended Council approve the petitioner's request to close the subject road and direct Legal to answer the suit accordingly.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## February 27, 2018 D&S Committee Briefing Document

### Richland County Release and Abandonment of Water Line at Killian's Crossing

#### Agenda Item

Richland County Release and Abandonment of Water Line at Killian's Crossing

#### Background

Richland County was contacted by David Wolfe, the attorney for the developers of Killian's Crossing, regarding an abandoned water line that runs across their property. It was determined that a water line easement was obtained by Richland County with a Condemnation Order in 1986 (attached). However, the water line was never turned over to the City of Columbia, as more than likely was intended. The water line has since been moved yet the original/old water line and easement still exist. David Wolfe, on behalf of the developer, has asked both the City of Columbia and Richland County to abandon and release whatever rights they had with regards to the old water line and easement. The City of Columbia signed the release on January 29, 2018 (attached). Please also see the attached plats and highlighted water line/easement at issue.

#### Issues

If the release is not signed, the developer may have problems concerning the plans for the property. This would cause unnecessary issues for the development of this property as Richland County has no interest in this easement.

#### Fiscal Impact

N/A

#### Past Legislative Actions

N/A

#### Alternatives

Sign the release and accompanying resolution OR do not sign the release and accompanying resolution.

#### Staff Recommendation

Sign the release and accompanying resolution

**Submitted by:** Lauren Hogan – Legal Department

To Master - 26-86

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS

Richland County, )  
 )  
Petitioner, )  
 )  
vs. )  
 )  
Sam D. Green )  
 )  
Respondent. )

ORDER

86-CP-40-2216

This is a condemnation action which was commenced pursuant to South Carolina Code of Laws Section 28-5-10 et. seq. ("Public Works Eminent Domain Law") by the filing of a Summons, Petition, Verification, Declaration of Taking, Notice and Lis Pendens. The subject of this action is an easement needed by Richland County, South Carolina, for the purpose of a water main in this area. The Respondent, who is the record holder of title to the subject property, was served with the Summons, Petition, Verification, Declaration of Taking, Notice and Lis Pendens on May 7, 1986, as indicated by the Certificate of Service filed with this Court.

FILED  
JUN 25 11 11 AM '86  
COURT CLERK  
RICHLAND COUNTY  
SOUTH CAROLINA

The initial hearing on this matter was held before me on June 11, 1986, at which time the Petitioner appeared through its attorney, Dennis M. Gurek. The Respondent was also present, as was his attorney, J. Marvin Mullis, Jr.

At this hearing, testimony was taken from two witnesses for the Petitioner - Ralph B. Pearson, Richland County Engineer, and David A. Johnson, City of Columbia Engineer. Both witnesses testified as to the necessity of the taking.

This court finds and concludes as follows:

- (1) This action was properly commenced under South Carolina Code of Laws Section 28-5-10 et. seq.

- (2) The easement as described in the pleadings filed by the Petitioner is necessary for a public work project.
- (3) The Petitioner is entitled to immediate possession of the easement so that work can be commenced on this public project.
- (4) Regarding the question of the adequacy of security to be posted by the Petitioner, this Court finds and concludes that the County of Richland, in the State of South Carolina, has sufficient assets from which to pay any damage award made in this case and that the posting of security will not be required

IT IS, THEREFORE, ORDERED THAT:

- (1) The proceedings in this matter are regular and consistent with statutory requirements;
- (2) This matter shall be referred to the Master-in-Equity as a Special Master for the purpose of determining the amount of compensation, if any, due to the Respondent;
- (3) The Petitioner may take immediate possession of the easement described in its petition so that work can be commenced on this public work project; and
- (4) Richland County shall not be required to post security of the payment of any damage award in this matter.

AND IT IS SO ORDERED this the 20 day of June,  
1986.

  
BERRY L. MOBLEY, PRESIDING JUDGE  
COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

Columbia, South Carolina.



#16491

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

**CORRECTIVE  
RELEASE AND ABANDONMENT OF A PORTION OF THE  
CITY'S EXISTING 10' WATER MAIN EASEMENTS ALONG  
RICHLAND TMS#17400-02-20 (FUTURE DEVELOPMENT &  
OUTPARCEL F), TMS#17402-01-02 (OUTPARCEL G-1 & A  
PORTION OF OUTPARCEL G) IN KILLIAN'S CROSSING; CIP  
PROJECT#WA335-1/2-J2; CF#220-47, CF#98-43 AND CF#290-01G**



Book 2276-3287

20180525 01/20/2018 15:09:16J

Release - Deed

Fee: \$0.00

County Tax: \$0.00

State Tax: \$0.00



01/20/2018

John T. Hopkins II

Notary Public



\*The original Release and Abandonment instrument dated August 29, 2017 and recorded on September 8, 2017 in Record Bk. R2242 at Page 1973 is being re-recorded to correct a scrivener's error in paragraph four to change the easement width from 25' to 10' in width, to include revisions on the drawing as to Outparcel F and Outparcel G-1, and to change the ownership of Outparcels G and G-1 (TMS#17402-01-02).

**WHEREAS**, the City of Columbia and Richland County agreed to construct a water main from Killian Road (S-40-52) along the eastern boundary of Interstate 77 to Highway 21 for service to the Sony Corporation site. Richland County filed a condemnation action under case number 86CP402216 to obtain a 10' water easement along the subject property (currently identified as a portion of Richland County TMS#17400-02-20 and TMS#17402-01-02) from Sam D. Green. An Order was filed on June 26, 1986 in the office of the Richland County Clerk of Court granting the said 10' water easement to Richland County; and

**WHEREAS**, there is no record in the City's files of the easement being assigned to the City from Richland County; however, the City designed the water main project and maintained and operated the 16" water main constructed within the said 10' water easement from about the year 1987 until the water main was relocated for development of Killian's Crossing as shown on record drawings dated May 21, 2014, last revised October 23, 2014 (CF#290-01G) and thereby claims a prescriptive 10' water easement. A new 20' water easement and 16" water main were granted to the City of Columbia in the deed to water lines from Crossings Development, LLC, dated December 23, 2014 and recorded on January 13, 2015 in the office of the Register of Deeds for Richland County in Record Book R1999 at page 386; and

**WHEREAS**, a request has been made for release and abandonment of the 10' water easement obtained on the subject property that is no longer necessary; and

**WHEREAS**, a request has been made for the City to release and abandon the 10' prescriptive easement claimed on the subject property that is no longer necessary. Said request was approved by City Council on July 18, 2017 under Resolution number R-2017-057; NOW, THEREFORE,

**BE IT RESOLVED** by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City of Columbia remises, releases, and forever quitclaims unto **CROSSINGS DEVELOPMENT, LLC**, its successors and assigns, any and all interest in that portion of the existing prescriptive 10' City of Columbia water easement along and upon property identified as Richland County TMS#17400-02-20 and the City of Columbia remises, releases, and forever quitclaims unto **KILLIAN ROAD INVESTMENT, LLC**, its successors and assigns, any and all interest in that portion of the existing prescriptive 10' City of Columbia water easement along and upon property identified as Richland County TMS#17402-01-02. Said portion of the existing prescriptive 10' City of Columbia water easement being more clearly shown by a cross-hatch pattern on drawing for Release and Abandonment of Existing City Water Easement for Killians Crossing, dated May 27, 2014, prepared for the City of Columbia by Cox and Dinkins, Inc. and being on file in the office of the Department of Engineering under CF#290-01G. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

WITNESSES:

John T. Hopkins II  
Colby G. [Signature]

CITY OF COLUMBIA

By: [Signature]  
Name: Teresa Wilson  
Title: City Manager

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of

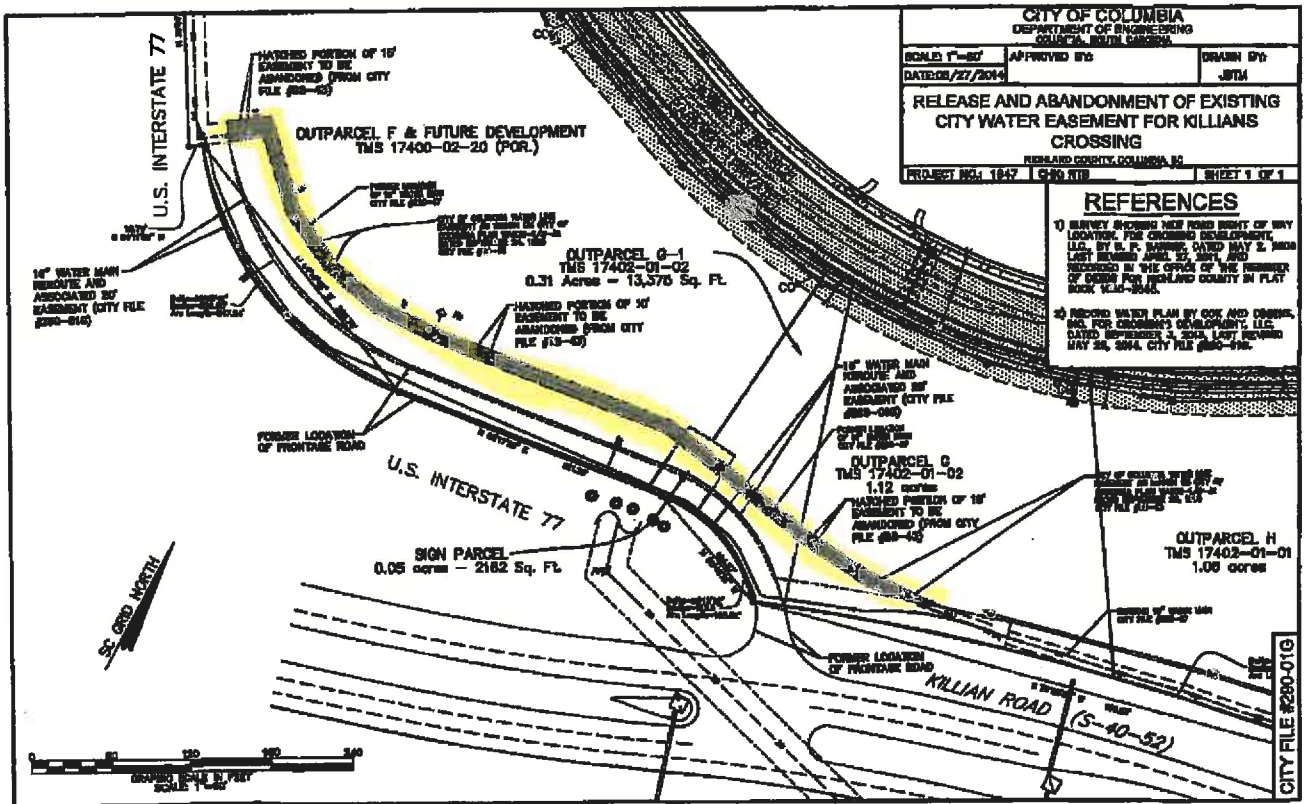
January, 2018 by Teresa Wilson, City Manager of the City of Columbia, South Carolina.

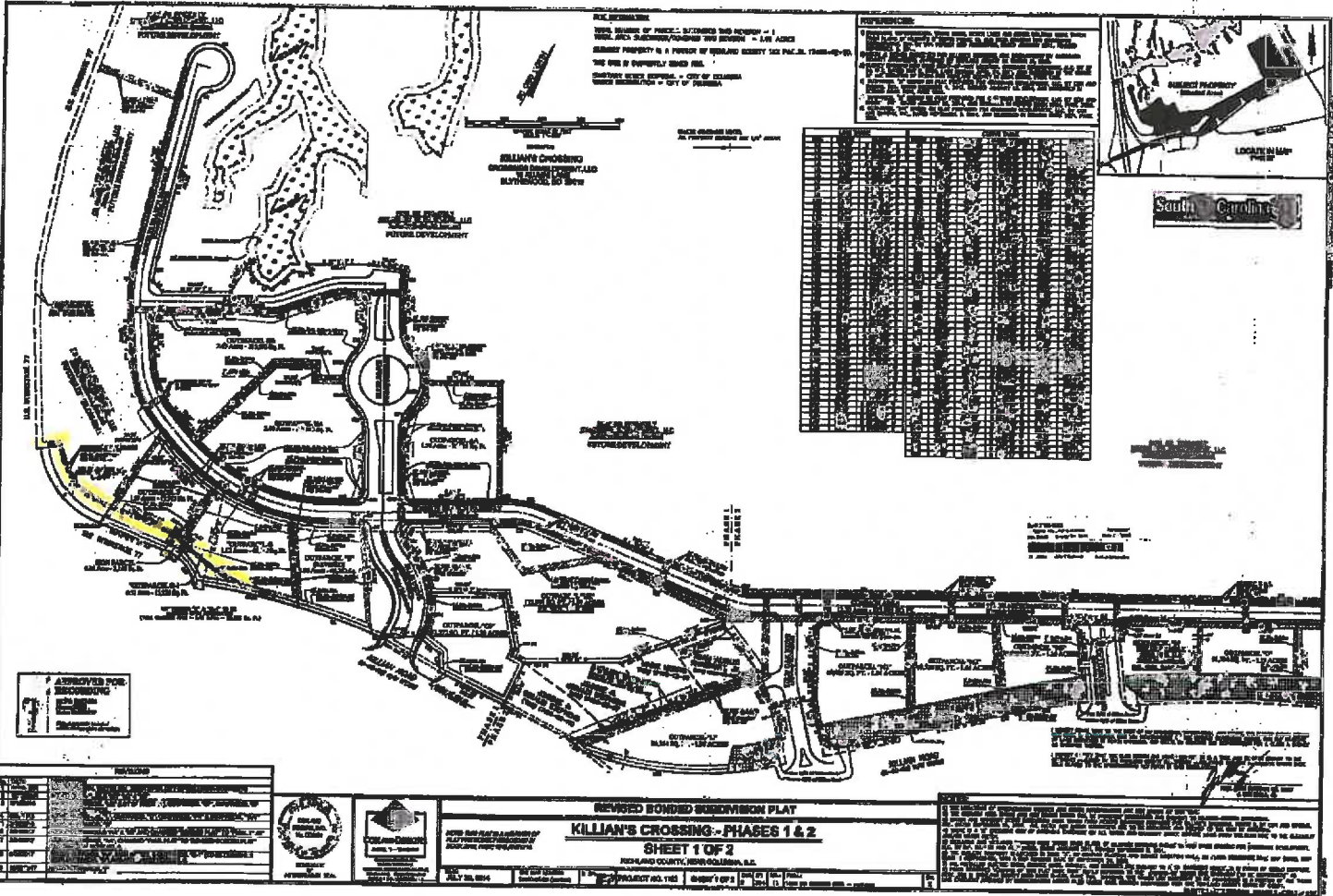
[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 3/8/2021

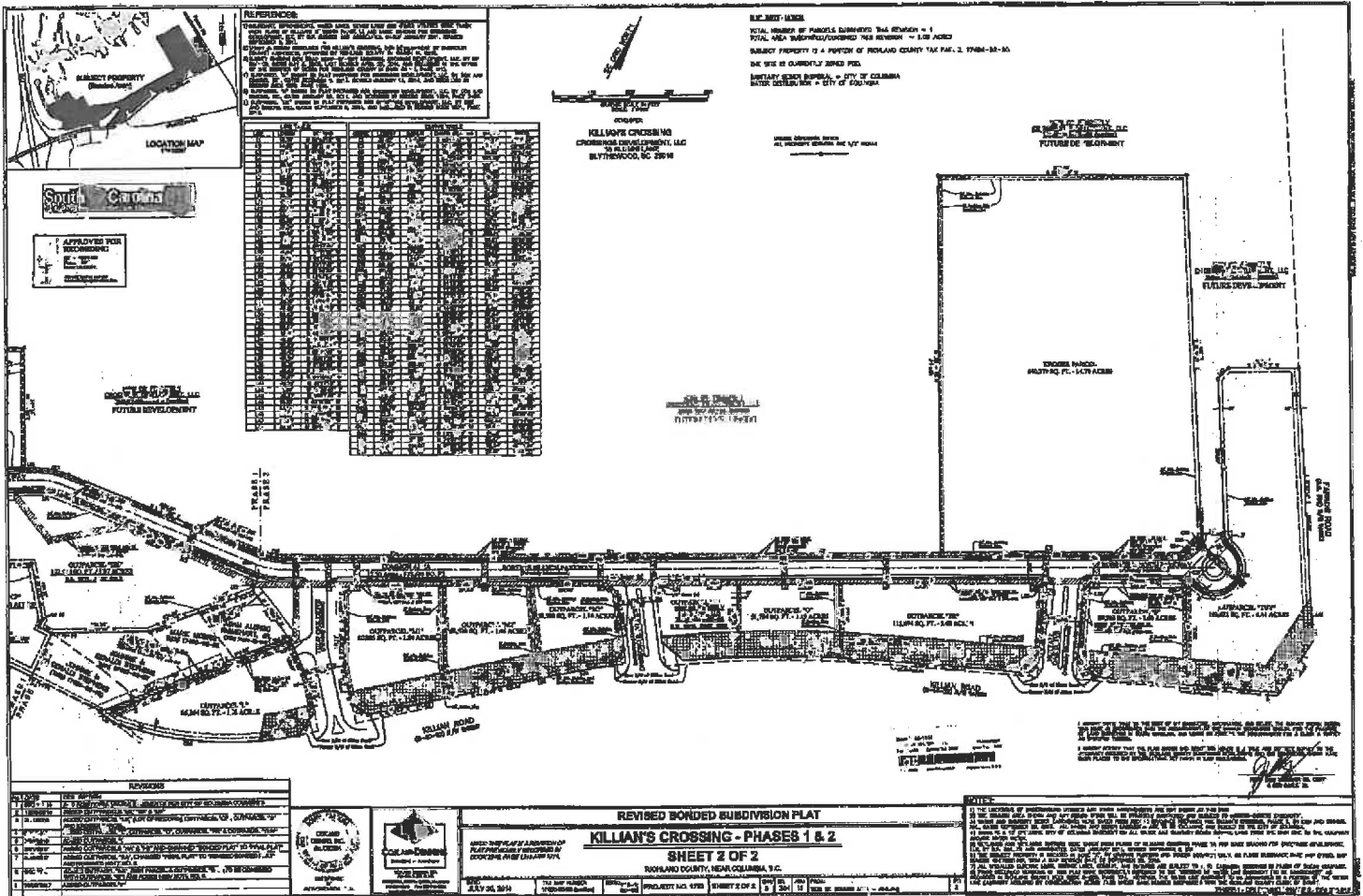
APPROVED AS TO FORM

[Signature]  
1-24-18

20 of 58 - [Signature] - [Signature] Department of City of Columbia, SC









STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND )

— RELEASE AND ABANDONMENT

Release and abandonment of a portion of Richland County's existing 10' water main easement along Richland County TMS #17400-02-20 (Future Development & Outparcel F) & TMS #17402-01-02 (Outparcel G-1 and portion of Outparcel G) in Killian's Crossing  
**~~RELEASE AND ABANDONMENT OF A PORTION OF RICHLAND COUNTY'S EXISTING 10' WATER MAIN EASEMENT ALONG RICHLAND COUNTY TMS #17400-02-20 (FUTURE DEVELOPMENT & OUTPARCEL F) & TMS #17402-01-02 (OUTPARCEL G-1 AND PORTION OF OUTPARCEL G) IN KILLIAN'S CROSSING~~**

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WHEREAS, Richland County and the City of Columbia agreed to construct a water main from Killian Road (S-40-52) along the eastern boundary of Interstate 77 to Highway 21 for service to the Sony Corporation site. Richland County filed a condemnation action under case number 86CP402216 to obtain a 10' water easement along the subject property (currently identified as a portion of Richland County TMS#17400-02-20 and TMS#17402-01-02) from Sam D. Green. An Order was filed on June 26, 1986 in the office of the Richland County Clerk of Court granting the said 10' water easement to Richland County; and

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WHEREAS, there is no record in the County's files of the easement being assigned to the City from Richland County; however, the City designed the water main project and maintained and operated the 16" water main constructed within the said 10' water easement from about the year 1987 until the water main was relocated for development of Killian's Crossing; and,

WHEREAS, property owners Crossing Development, LLC, CSRA Steakburger, LLC and Killian Road Investment, LLC request a release and abandonment of the 10' water easement obtained on the subject property as it is no longer necessary;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2017~~8~~, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, executes this release and abandonment instrument from Richland County and hereby remises, releases, and forever quitclaims unto CROSSINGS DEVELOPMENT, LLC (owner of Future Development portion of Richland County TMS#17400-02-20), CSRA Steakburger, LLC (owner of Outparcel F portion of Richland County TMS#17400-02-20), and KILLIAN ROAD INVESTMENT, LLC (owner of Richland County TMS#17402-01-02), their successors and assigns, any and all interest in that portion of the existing 10' Richland County water easement along and upon property identified as Richland County TMS#17400-02-20 and TMS#17402-01-02. Said 10' water easement being more clearly shown by a cross-hatch

pattern on drawing prepared by Cox and Dinkins, Inc. labeled as Revised Bonded Subdivision Plat for Killian's Crossing – Phases 1 & 2 prepared July 30, 2014, last revised October 6, 2017 (Exhibit A).

WITNESSES:

RICHLAND COUNTY

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Joyce Dickerson  
Chair Richland County Council

STATE OF SOUTH CAROLINA     )

ACKNOWLEDGEMENT

COUNTY OF RICHLAND         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017~~8~~, by Joyce Dickerson, Chair Richland County Council.

\_\_\_\_\_  
NOTARY PUBLIC OF SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION REQUESTING APPROVAL FOR RELEASE AND ABANDONMENT  
OF A PORTION OF RICHLAND COUNTY'S EXISTING 10' WATER MAIN  
EASEMENT ALONG RICHLAND COUNTY TMS #17400-02-20 (FUTURE DEVELOPMENT &  
OUTPARCEL F) & TMS #17402-01-02 (OUTPARCEL G-1 AND PORTION OF  
OUTPARCEL G) IN KILLIAN'S CROSSING**

**WHEREAS**, in 1986, Richland County and the City of Columbia agreed to construct a water main from Killian Road (S-40-52) along the eastern boundary of Interstate 77 to Highway 21 for service to the Sony Corporation site.

**WHEREAS**, Richland County filed a condemnation action under case number 86CP402216 to obtain a 10' water easement along the subject property (currently identified as a portion of Richland County TMS#17400-02-20 and TMS#17402-01-02) from Sam D. Green. An Order was filed on June 26, 1986 in the office of the Richland County Clerk of Court granting the said 10' water easement to Richland County; and

**WHEREAS**, there is no record in the Richland County Register of Deed or the County's files of the easement being assigned to the City of Columbia from Richland County; however, the City designed the water main project and maintained and operated the 16" water main constructed within the said 10' water easement from about the year 1987 until the water main was relocated for development of Killian's Crossing; and

**WHEREAS**, property owners Crossing Development, LLC, CSRA Steakburger, LLC, and Killian Road Investment, LLC, request a release and abandonment of the 10' water easement obtained on the subject property as it is no longer necessary;

**NOW, THEREFORE, BE IT RESOLVED** that the Richland County Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, executes a release and abandonment instrument from Richland County that remises, releases, and forever quitclaims unto CROSSINGS DEVELOPMENT, LLC (owner of the Future Development portion TMS#17400-02-20), CSRA Steakburger, LLC (owner of Outparcel F portion of TMS# 17400-02-20), and KILLIAN ROAD INVESTMENT, LLC (owner of TMS#17402-01-02), their successors and assigns, any and all interest in that portion of the existing 10' Richland County water easement along and upon property identified as Richland County TMS#17400-02-20 and TMS#17402-01-02. Said 10' water easement being more clearly shown by a cross-hatch pattern on drawing prepared by Cox and Dinkins, Inc. labeled as Revised Bonded Subdivision Plat for Killian's Crossing – Phases 1 & 2 prepared July 30, 2014, last revised October 6, 2017 (Exhibit A).

ADOPTED THIS the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

## Richland County Council Request for Action

**Subject:**

Council Motion: HOA's operated by developers or management firms should be fined if due to their poor management, and not that of the homeowners, it causes a hardship on the homeowners or community. NOTE: There are improperly maintained detention ponds that have trees growing in them which causes flooding during a bad storm [N. Jackson]

**Notes:**

February 27, 2018 – The committee recommended Council direct staff to develop an ordinance that addresses this issue, as it relates to increasing the accountability in whatever way they can do that, to hold developers responsible for those areas.



# RICHLAND COUNTY GOVERNMENT

Community Planning & Development

## MEMO

**To** Richland County Council  
**From** Tracy Hegler, AICP, Director of Community Planning and Development JH  
**Date** February 21, 2018  
**Subject:** D&S Item Follow-up from 12/19/17 Meeting

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At its December 19, 2017 meeting, the D&S Committee requested information on when homeowners are able to take over responsibility for the Homeowners' Association related to the following motion:

HOA's operated by developers or management firms should be fined if due to their poor management, and not that of the homeowners, it causes a hardship on the homeowners or community. NOTE: There are improperly maintained detention ponds that have trees growing in them which causes flooding during a bad storm [Norman Jackson]

Currently, state law does not regulate a time or percentage build-out when the developers must turn HOA's over to the homeowners. However, I discussed this with several developers/builders and they advised every neighborhood is different but they usually do not turn management over until near or total build-out for a couple reasons:

- The cost of maintaining all amenities often exceeds the fees collected from less than 100% of homes sold, so the developer covers those expenses until not only until the neighborhood can sustain these costs with their fees but to also to leave enough in the budget to more effectively manage the HOA.
- While the developer is still selling homes, they prefer to manage and maintain the amenities themselves. When the homeowners take over management they could make changes that would materially affect the character of the neighborhood.

Attached is the original briefing document.

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

**Development & Services Committee Meeting  
December 19, 2017  
Committee Briefing Document**

**Agenda Item**

Homeowner's Associations

**Background**

On May 16, 2017, the Honorable Norman Jackson made the following motion:

HOA's operated by developers or management firms should be fined if due to their poor management, and not that of the homeowners, it causes a hardship on the homeowners or community. NOTE: There are improperly maintained detention ponds that have trees growing in them which causes flooding during a bad storm [Jackson]

The County does not have the authority to intervene in private matters between homeowners and their Homeowner's Associations, making the first half of the motion related to "poor management...caus[ing] a hardship on the homeowners or community" difficult to address.

However, the County does enforce its Code of Ordinances against appropriate entities, including HOA's if they are responsible for the maintenance. Thus, if the detention ponds are not being maintained per the maintenance plan associated with the approved set of plans, the County can issue citations per: *PART II, Section 9(d) of the National Pollutant Discharge Elimination System Permit for Discharge to Surface Waters issued by the Storm Water, Construction and Agricultural Permitting Division of DHEC.*

**Issues**

Management capacity of Homeowner's Associations

**Fiscal Impact**

N/A

**Past Legislative Actions**

N/A

**Alternatives**

1. Amend the County's current land development enforcement processes.
2. Do not amend the County's current land development enforcement processes.

**Staff Recommendation**

Council discretion, however, staff will continue to enforce current ordinances.

**Submitted by:** Councilman Norman Jackson, District 11

**Date:** May 16, 2017

## Richland County Council Request for Action

**Subject:**

Proposal to improve the treatment and care of lost and abandoned animals in Richland County and Forest Acres via Councilman Manning

**Notes:**

February 27, 2018 – The committee recommended Council forward this item to the budget process.



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

**February 27, 2018 D&S Committee  
Companion Document**

**Agenda Item**

Proposal to improve the treatment and care of lost and abandoned animals in Richland County and Forest Acres

**Background**

Pursuant to the January 18, 2018 email correspondence from Councilman Manning, Mary Reynolds proposal, as attached, regarding the treatment and care of lost and abandoned animals is being presented to the Committee for its consideration.



## INTRODUCTION

Too many stray dogs and cats. How many times have we heard that. We are all tired of hearing it. But we can't afford to be jaded.

## THE PROBLEM

Richland County has the benefit of laws that punish people who abuse or neglect babies and children or the elderly, members of our society that are helpless. But our laws to punish people who abuse or neglect animals are very weak. And those laws may take years to change. In the meantime, you have pet owners who do not spay or neuter their pets, who beat them, who starve them, or who simply dump them off on the side of the road, oftentimes not even slowing down. If the pet is lucky, it gets surrendered to the Columbia city shelter. Maybe it was too old and started peeing on the rug. People don't understand that a pet is a family member.

There are tens of thousands of cases that Richland county has to deal with every year. While there has been improvement over the years, work still needs to be done.

## THE SOLUTION

My proposal is two-fold.

I propose that County Council create a new position within the Animal Care team called Community Outreach Coordinator. The high-level function of this employee would be to perform a liaison role between Animal Care and Richland County Council, RCSD, City of Columbia Animal Services, the Richland County community, and the local pet rescue groups who work across counties to reunite pets or re-home the abandoned ones. It would be a challenging job.

Additionally, I pledge to volunteer my time to write grant proposals that would help with the expansion of our existing spay/neuter marketing programs and community education programs on responsible pet ownership. These grant proposals would be submitted to pet advocacy foundations and charities that do not require a non-profit status; municipal agencies are considered. Some foundations only accept grant proposals at specific times of the year. Other charities, like the two below, accept them year-round. Therefore, I will submit grant proposals to The Petco Foundation and PetSmart.

## BUDGET, SCHEDULE, AND FINANCING

As I skimmed through the 305-page budget document on the website to locate the information I needed, I did find the line item for Animal Care under Public Safety under General Fund. It covers the past 2 years, the current year, and 2019 as follows:

\$1,032,740

\$1,006,110

\$1,100,518

\$1,112,695

After looking at the itemized page for this line item, it appears that personnel expenses and operating expenses run about 50-50. I assume personnel expenses are salaries and benefits but the details of what is included under operating expenses is not specified.

I would like to see the new position begin at the latest by the beginning of this fiscal year (July 1).

The salary of course would be negotiable, but I noticed there were two unfilled positions for Animal Care Officers in 2017. I feel that you need to fill those positions, but if you can't find any suitable candidates, then that money might be a consideration. If not, I would ask that a new line item be created in the budget for the new position.

## CONCLUSION

I'm supposed to summarize at this point, but I'm sure you'd all like me to wrap this up. So, I'll just conclude with this quote from someone I greatly admire, Mahatma Gandhi. He had some good ones, but this is my favorite.  
"The greatness of a nation can be judged by the way its animals are treated."

And please, I am begging Council to take this opportunity to improve the treatment and care of lost and abandoned animals in Richland County and Forest Acres by giving earnest consideration to the creation of this new position.

## SUBMITTED BY

Mary Reynolds  
5028 Citadel Avenue  
Columbia, SC 29206  
803-351-7700

## Richland County Council Request for Action

**Subject:**

Council Motion: In future housing development or construction, houses built must be at a safe distance to prevent the transfer of being affected by fire. Fire retardant materials must be used or a safe distance must be developed separating the houses [N. Jackson]

**Notes:**

February 27, 2018 – The committee recommended Council refer this item to the Land Development Code rewrite.



# RICHLAND COUNTY GOVERNMENT

Community Planning & Development

## MEMO

**To** Richland County Council  
**From** Tracy Hegler, AICP, Director of Community Planning and Development  
**Date** February 22, 2018  
**Subject** D&S Item Follow-up from 1/9/18 Meeting

JH

During the January 9, 2018 meeting deliberations the D&S Committee moved to forward the below motion to the February 26, 2018 Committee meeting and requested that staff provide responses to the questions raised by the Committee related thereto. This companion document transmits responses to those questions.

In future housing development or construction, houses built must be at a safe distance to prevent the transfer of being affected by fire. Fire retardant materials must be used or a safe distance must be developed separating the houses [Norman Jackson].

1. What are the building code requirements related fire retardant materials and are they driven by the international building code and / or builder associations?

**A:**

The building code requirements related to fire retardant materials are established by the International Building Codes ("I"). The "I" Codes are updated every 3 years. It is a continual process where everyone in the industry can make code recommendations. Only ICC members who are jurisdictional employees are allowed to vote on any code changes. Building officials, plans examiners and inspectors actually have the last word on the actual changes that occur in the new editions every three years at the national level.

A minimum code is adopted at a state level to insure uniformity in enforcement. All jurisdictions are required to abide by the codes adopted at the state level whether they specifically adopt them by ordinance or not.

County Council adopted the 2015 South Carolina Residential Building Code; the requirements set forth in that Code are detailed in the original briefing document. This adoption is required by State Laws noted below.

### **SECTION 6-9-5. Public policy for building codes.**

(A) The public policy of South Carolina is to maintain reasonable standards of construction in buildings and other structures in the State consistent with the public health, safety, and welfare of its citizens. To secure these purposes, a person performing building codes enforcement must be certified by the South Carolina Building Codes Council, and this act is necessary to provide for certification.

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**SECTION 6-9-10.** Enforcement of building codes by municipalities and counties; applicability to electric cooperatives, Public Service Authority and certain public utility corporations; conflicts with federal manufactured housing construction and installation regulations.

(A) All municipalities, as defined by Section 5-1-20, and counties in this State shall enforce building, energy, electrical, plumbing, mechanical, gas, and fire codes, referred to as building codes in this chapter, relating to the construction, livability, sanitation, erection, energy efficiency, installation of equipment, alteration, repair, occupancy, classification, or removal of structures located within their jurisdictions and promulgate regulations to implement their enforcement. The municipality or county shall enforce only the national building and safety codes provided in this chapter.

**SECTION 1-34-10.** Purpose.

The public policy of South Carolina is to maintain reasonable and consistent standards of construction in buildings and other structures in the State in order to protect the public health, safety, and welfare of its citizens. Accordingly, all agencies should enforce the same editions of nationally recognized codes and standards for the construction, manufacture, renovation, improvement, and maintenance of structures. To effect this policy, it is intended that all state regulatory agencies enforce the same editions of nationally recognized codes.

**SECTION 1-34-30.** Adoption of latest edition of nationally recognized codes; notice requirements; public comments; agencies requiring compliance with earliest edition of a code.

(A) An agency shall adopt the latest edition of all nationally recognized codes which it is charged by statute or regulation with enforcing.

Under the provisions of Chapter 34, Title 1, an agency is required to adopt the latest edition of a nationally recognized code which it is charged by statute or regulation with enforcing by giving notice in the State Register.

The State of SC Building Codes Council adopts mandatory building codes that municipalities and counties must enforce. Given the intent of the State Codes described above, it can be assumed the minimums set force in the adopted code are consistent with the public health, safety, and welfare of its citizens.”

2. How were the County’s minimum standards developed?

**A:** The County’s standards for building separation were established based on the building code minimums and building setbacks were based on standard practice as adopted in the 2006 Land Development Code.

Building Separation requirements, enforced by the building division, are:

**SECTION R302**

**FIRE-RESISTANT CONSTRUCTION**

**R302.1 Exterior walls.** Construction, projections, openings and penetrations of *exterior walls* of *dwellings* and accessory buildings shall comply with Table R302.1 (1); or *dwellings* equipped throughout with an *automatic sprinkler system* installed in accordance with Section P2904 shall comply with Table R302.1 (2).

**Exceptions:**

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the *fire separation distance*.
2. Walls of *dwellings* and *accessory structures* located on the same *lot*.
3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide wall protection based on location on the *lot*. Projections beyond the *exterior wall* shall not extend over the *lot line*.
4. Detached garages accessory to a *dwelling* located within 2 feet (610 mm) of a *lot line* are permitted to have roof eave projections not exceeding 4 inches (102 mm).
5. Foundation vents installed in compliance with this code are permitted.
6. Fire Separation Distance.

**Exception:**

- a. The minimum fire separation distance for improvement constructed on a lot shown on: (i) a recorded bonded or final subdivision plat, or (ii) a sketch plan, site plan, plan of phased development or preliminary plat approved by the local governing authority which was recorded or approved prior to the implementation of the 2012 IRC which shows or describes lesser setbacks than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setbacks, but in no event less than 3 feet.
- b. The minimum fire separation distance for improvements constructed on a lot where the local governing authority has prior to the implementation of the 2012 IRC: (i) accepted exactions or issued conditions, (ii) granted a special exception, (iii) entered into a development agreement, (iv) approved a variance, (v) approved a planned development district, or (vi) otherwise approved a specific development plan which contemplated or provided for setbacks less than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setback, but in no event less than 3 feet.

**TABLE R302.1(1)  
EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour—tested in accordance with ASTM E 119 or UL 263 with exposure from both sides	< 5 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Projections	Not allowed	N/A	< 2 feet
	Fire-resistance rated	1 hour on the underside <sup>a, b</sup>	≥ 2 feet to < 5 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Openings in walls	Not allowed	N/A	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet

For SI: 1 foot = 304.8 mm.

N/A = Not Applicable.

- a. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave if fireblocking is provided from the wall top plate to the underside of the roof sheathing.
- b. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave provided that gable vent openings are not installed.

Note, the building codes establish minimum standards for building separation, so it might also be helpful to view the County’s setback requirements as adopted within Chapter 26, Land Development Code.

Richland County building setback requirements, enforced by the Zoning Administrator, are:

Zoning District	Side Setback (in feet)
RU	20
RR	20
RS-E	10
RS-LD	16', no side less than 5'
RS-MD	13', no side less than 4'
RS-HD	12', no side less than 4'

3. What are the national and / or regional best practices regarding this?

A: As noted previously, all SC jurisdictions are required to abide by minimum codes adopted at the state level.

The setback requirements of other similar counties in the state is compared below. The following table compares, as closely as possible, the different residential zoning districts in each County reviewed (they are not a one-to-one comparison but equivalent districts). The comparison shows Richland County’s setbacks equal or exceed most other comparable districts.

	County and District	Side Setback (in feet)
<b>Rural</b>	Richland, RU/RR	20
	Charleston, RR - 30,000sf lots	15
<b>Rural Estate</b>	Richland, RS-E	10
	Horry, RS-E	15
<b>Low Density</b>	Richland, RS-LD	16, no side less than 5
	Horry, single family, 14,000sf +	10
	Berkeley, rural single family, 10,000-13,999sf	10
	Greenville, residential suburban	5
<b>Medium Density</b>	Richland, RS-MD	13, no side less than 4
	Horry, single family, 8,000sf lots	10
	Berkeley, rural single family, 6,001-9,999sf	7.5
	Greenville, 7.5, single family	5
<b>High Density</b>	Richland, RS-HD	12, no side less than 4
	Horry, single family, 6,000sf lots	10
	Berkeley, rural single family, 6,000sf and under	7.5
	Greenville, 6, single family	5

We also obtained information from Dorchester and Spartanburg counties, but it was difficult to compare their residential districts to Richland's. However, they had no residential side setbacks greater than 10 feet.

Attached is the original briefing document.



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

**Development & Services Committee Meeting  
December 19, 2017  
Committee Briefing Document**

**Agenda Item:**

Residential structure separation

**Background:**

On Tuesday, November 14, The Honorable Councilman Norman Jackson made the following motion.

In future housing development or construction, houses built must be at a safe distance to prevent the transfer of being affected by fire. Fire retardant materials must be used or a safe distance must be developed separating the houses.

Currently all construction has to meet the requirements of the 2015 South Carolina Residential Building Code, which was adopted by County Council in 2016. Residential structures are required to be set back at least 5' from the property line; yielding a minimum separation of 10' between structures. Different requirements exist for commercial construction. Duplexes or zero lot line structures must share a fire-resistance wall with a minimum one-hour rating.

Please see requirements below.

**SECTION R302**

**FIRE-RESISTANT CONSTRUCTION**

**R302.1 Exterior walls.** Construction, projections, openings and penetrations of *exterior walls of dwellings* and accessory buildings shall comply with Table R302.1 (1); or *dwellings* equipped throughout with an *automatic sprinkler system* installed in accordance with Section P2904 shall comply with Table R302.1 (2).

**Exceptions:**

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the *fire separation distance*.
2. Walls of *dwellings* and *accessory structures* located on the same *lot*.
3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide wall protection based on location on the *lot*. Projections beyond the *exterior wall* shall not extend over the *lot line*.
4. Detached garages accessory to a *dwelling* located within 2 feet (610 mm) of a *lot line* are permitted to have roof eave projections not exceeding 4 inches (102 mm).
5. Foundation vents installed in compliance with this code are permitted.
6. Fire Separation Distance.

**Exception:**

- a. The minimum fire separation distance for improvement constructed on a lot shown on: (i) a recorded bonded or final subdivision plat, or (ii) a sketch plan, site plan, plan of phased development or preliminary plat approved by the local governing authority which was recorded or approved prior to the implementation of the 2012 IRC which shows or describes lesser setbacks than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setbacks, but in no event less than 3 feet.





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

- b. The minimum fire separation distance for improvements constructed on a lot where the local governing authority has prior to the implementation of the 2012 IRC: (i) accepted exactions or issued conditions, (ii) granted a special exception, (iii) entered into a development agreement, (iv) approved a variance, (v) approved a planned development district, or (vi) otherwise approved a specific development plan which contemplated or provided for setbacks less than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setback, but in no event less than 3 feet.

**TABLE R302.1(1)  
EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
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Projections	Not allowed	N/A	< 2 feet
	Fire-resistance rated	1 hour on the underside <sup>a, b</sup>	≥ 2 feet to < 5 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Openings in walls	Not allowed	N/A	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet

For SI: 1 foot = 304.8 mm.

N/A = Not Applicable.

a. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave if fireblocking is provided from the wall top plate to the underside of the roof sheathing.

b. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave provided that gable vent openings are not installed.

### Issues:

Greater setback requirements would result in lower housing densities and could lead to sprawling development.

### Fiscal Impact:

No direct cost to the County for amending this building requirement.

### Past Legislative Actions:

On July 1, 2016 County Council adopted the 2015 South Carolina Residential Building Codes (ordinance attached).

### Alternatives:

1. Amend the County’s current setback requirements in the Land Development Code to increase the minimum setback between structures.
2. Do not amend the County’s current setback requirements in the Land Development Code to increase the minimum setback between structures and continue to enforce the minimum approved by the State.



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

**Staff Recommendation:**

Council discretion, however, staff will continue to enforce current ordinances.

**Submitted by:** Councilman Norman Jackson, District 11

**Date:** November 14, 2017

## Richland County Council Request for Action

**Subject:**

Council Motion I move that for the reasons of transparency, integrity, accessibility, dignity, accountability and citizen respect that all County Council Work Sessions/Workshops be conducted in the newly renovated, state-of-the-art Council Chambers and Livestreamed (to include being archived on the County website).  
[Manning]

**Notes:**

February 27, 2018 – The committee recommended Council when possible to conduct County Council Work Sessions/Workshops in the newly renovated, state-of-the art Council Chambers and otherwise the work sessions/workshops be filmed and recorded remotely, livestreamed, and archived on the County’s website.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## March 6, 2018 Council Meeting Companion Document Live-streaming of meetings

### Background

During the February 27, 2018 D&S Committee meeting, the Committee considered the Council motion related to live-streaming of meetings.

During the Committee deliberations, Council Vice-Chairman Malinowski requested specifics related to the potential budgetary considerations of this matter prior to being considered by County Council.

### Fiscal Impact of Motion

Meetings held at locations other than Council Chambers and / or the 4<sup>th</sup> floor Conference room of the Administration Complex require the rental and / or use of additional technical equipment (e.g., cables, microphones, sound system, etc...) as those meeting locations may not be easily adaptable for purposes of live-streaming meetings.

As such, Council may consider allocating funding in the amount of \$13,500 specifically to address audio/visual expenses associated with this motion. This would allow the Information Technology Department and Public Information Office staff to purchase the necessary equipment to carry-out the directive of this motion.

For example, the September 12, 2017 Council meeting that was held at the Richland Library at 1431 Assembly Street cost a total of \$1,300 which covered the normal expenses associated with the audio/visual needs for live-streaming an off-site meeting.

At subsequent meetings the IT Department cobbled together audio equipment from old microphones taken out of Council Chambers, speakers from an IT employee and a purchased microphone mixer to keep the ongoing cost of such remote meetings down. This current setup takes a couple of hours to set up and disassemble as all of the microphones are directly wired back to a mixer using 25, 5, and 75 foot microphone cables.

The Public Information Office was tasked with recording and streaming these meetings with a single video camera and no switching or graphics capability, resulting in lower production values.

If quality audio is required at remote sites with a short setup time, the associated cost would be approximately \$5,000. This would allow for the purchase of dedicated speakers and stands, 16 wireless microphones with desktop stands, along with spares, as well as traveling cases to protect the equipment as it is moved from space to space. Staff would continue to use the audio mixer the IT Department has already acquired.

To produce a live streaming broadcast of any meeting, session or event at a remote site that looks similar in quality to what is currently produced in the Council Chambers at 2020 Hampton Street, additional equipment would need to be purchased. This would include three small wireless remote cameras, video switching software and hardware to control the cameras and allow graphics to be added to the broadcast, as well as a computer capable of running this software which requires more processing power and video card resources than a normal PC. The estimated cost of such configuration would be \$8,500

By investing \$13,500, the County would acquire the capability to setup and broadcast a live stream recording of a remote Council meetings at any location that had available power and an available 4G wireless signal that looked and sounded similar to what is produced at 2020 Hampton Street. *(This estimate does not include lighting control.)*

When Council meetings are held remotely it would lose the capability to use the Agenda Presentation and Voting software that is available in Council Chambers, as well as the ability to easily present external content like a Power Point, Prezi, or video presentations to the Council or any assembled audience members.

All of those capabilities are hardwired into the system in Council Chambers and are not transportable.

This may impact the types of meetings the Council chooses to hold remotely.

### **Multi-media Staffing**

The Public Information Office currently has on staff one multi-media specialist, who among other duties, is primarily responsible for broadcasting all Council meetings. All other members of the staff are cross-trained on the broadcasting system, but it should be noted, this is not their area of expertise and the production quality may not be the same.

To that end, Council may consider an additional multi-media staff member to ensure adequate coverage and production quality of the additional schedule of Council meetings that would be required to be broadcast. An additional multi-media specialist also would increase the video coverage of County activities, in addition to Council meetings.



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

**February 27, 2018 D&S Committee Briefing Document  
Live-streaming of meetings**

**Agenda Item**

Live-streaming of meetings

**Background**

During the February 6, 2018 Council meeting, Councilman Manning brought forth the following motion:

“I move that for the reasons of transparency, integrity, accessibility, dignity, accountability and citizen respect that all County Council Work Sessions/Workshops be conducted in the newly renovated, state-of-the-art Council Chambers and Livestreamed (to include being archived on the County website).”

**Issues**

1. If all meetings are live-streamed, for the best quality of the streaming, the meetings should be held in the Council Chambers.
2. If all meeting are live-streamed, the staffing level of the PIO would need to increase to allow for adequate coverage during the meetings.

**Fiscal Impact**

Contingent upon Council action with regard to this motion.

**Past Legislative Actions**

N/A

**Alternatives**

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed accordingly.

**Staff Recommendation**

If Council proceeds with the motion, staff would request budgetary considerations for the staffing level of PIO to appropriately carry out the directive prompted by the motion.

## Richland County Council Request for Action

**Subject:**

Addition of Property to Pauper's cemetery (located at 779 Two Notch Rd)

**Notes:**

February 27, 2018 – The committee recommended Council accept the 575 square foot land donation from FN Manufacturing Inc. to allow the existing graves to be located on Richland County property. If approved Richland County wil proceed with the process of having the deed listing the additional 575 square foot of property recorded with the Richland County Register Deeds.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## February 27, 2018 A&F Committee Briefing Document Addition of Pauper's cemetery Property (located at 779 Two Notch Rd)

### Agenda Item

Addition of Pauper's cemetery Property (located at 779 Two Notch Rd)

### Background

During the investigation of installing a new fence at the Pauper's cemetery, it was discovered that the existing chain link fence was originally misplaced, resulting in the fence being located on a portion of the adjacent property. This fence misplacement resulted in some graves being placed off of the property.

The County Operational Services Department approached the neighboring property owner (FN Manufacturing, Inc.) to inform them of the issue. Through discussions, the company suggested donating the required land to the County to encompass the gravesites, thereby preventing the need to relocate them. This land donation would relocate the existing property line five feet to the north. (Parcel "A" as shown on the attached plat- 575 square feet- 5 feet<sup>+/-</sup> x 115 feet<sup>+/-</sup>)

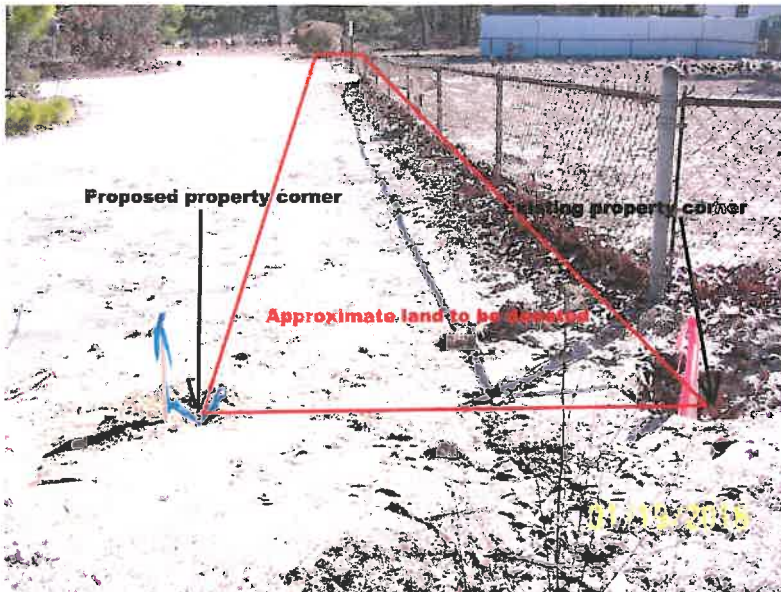
### Issues

There are approximately twenty (20) pauper graves that are located off the existing county property. Additionally, there are approximately another forty four (44) graves that straddle the property line that are partially off of the existing county property. If the donated land is not accepted, then these grave sites will have to be relocated to within the existing property lines. This would be a labor intensive and time consuming process.



Looking West





Looking East

### **Fiscal Impact**

With FN Manufacturing Inc. willing to donate the 575 square feet of needed land to encompass the grave sites, there is no financial impact to the county.

### **Past Legislative Actions**

None

### **Alternatives/Solutions**

1. Accept the 575 square foot land donation (Parcel "A") from FN Manufacturing Inc. to allow the existing graves to be located on Richland County property. If approved Richland County will proceed with the process of having the deed listing the additional 575 square foot of property recorded with the Richland County Register of Deeds.
2. To reject the land donation from FN Manufacturing Inc. and require the Richland County Coroner to exhume the approximately 73 grave sites and relocate them within the existing property. This process would be time consuming and could have an impact on the daily operations of the Coroner due to the work being performed by in-house staff.

### **Staff Recommendation**

The recommendation is option #1. Richland County would accept the 575 square foot land donation from FN Manufacturing, Inc.

**Submitted by:** Operational Services

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that the undersigned FN MANUFACTURING, INC. (hereinafter referred to as the "Grantor") in consideration of the sum of Five and 00/100 (\$5.00) dollars and other valuable consideration, well and truly paid by RICHLAND COUNTY, SOUTH CAROLINA (hereinafter referred to as the "Grantee"), the receipt and adequacy of which are hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, in fee simple absolute, unto the said Grantee, and Grantee's heirs, successors and assigns:

All that certain piece, parcel or tract of land, with any improvements thereon, if any, situate, lying, and being in the County of Richland, State of South Carolina, being shown and designated as "Parcel "A" 575 SQFT", on a plat of Richland County Paupers Cemetery Sandhills, by James F. Polson, and recorded in the Register of Deeds for Richland County on \_\_\_\_\_, 2018 in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_. Reference being made to said plat of record for a more complete and accurate metes and bounds.

TMS # 25800-07-01 (P)

Property Address: To be combined with:  
779 Two Notch Road  
Columbia, SC 29229

Derivation: Deed Book 972 at Page 316

THE MAILING ADDRESS OF GRANTEE:

Richland County  
c/o County Administrator  
PO Box 192  
Columbia, SC 29202

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said Grantees, its successors and assigns, forever.

AND THE GRANTOR HEREBY binds itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against it and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS the hand(s) and seal(s) of the Grantor(s) this \_\_\_\_ day of \_\_\_\_\_, 2018.

IN THE PRESENCE OF:

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA      )  
  )  
COUNTY OF RICHLAND             )

ACKNOWLEDGMENT

**PERSONALLY** appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Grantor sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_  
(Witness)

SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Seal)

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

SITE MAP  
NOT DRAWN TO SCALE

IRON	NORTHING	EASTING	ELEV.
A	632902.590428	2013697.742886	436.91
B	632839.643751	2040071.717182	431.84

N/F  
FN MANUFACTURING INC  
TMS R25800-07-01  
DB 972 PG 316  
PB 52 PG 9781

PARCEL "A" TO BE COMBINED WITH EXISTING PAUPERS CEMETERY UPON RECORDATION OF THE DEED

PARCEL "A" 575 SQFT

115.04'

59.3' F. TO R/W

S 54°46'40" E

115.04'

IPV #4 REBAR

59.3' F. TO R/W

BURIAL SITES

DASHED LINE IS EXISTING BOUNDARY LINE TO BE ABANDONED AFTER DEED CONVEYS PARCEL "A" TO EXISTING CEMETERY

EXISTING PAUPERS CEMETERY  
TMS N625800-07-02  
AREA 6990 SQ FT  
AREA COMBINED WITH  
PARCEL A IS 7565 SQ FT

PAUPERS LANE (25' R/W)

TMS No. 25800-04-01 EASEMENT R/W PER  
P/F PLATS PB Y- PG 3722 PB Y- PG 3724

N/F  
SERO GROUP LLC  
TMS R25800-07-03  
DB 1512 PG 218  
PB Y- PG 4518 PB 1512 PG 211

N/F  
LOT 14  
MACOM M. MERCHANT  
TMS R22814-03-11  
DB R1664 PG 3792

N/F  
LOT 15 ROYAL PINES ESTATES  
PATRICIA AVALOS RAMIREZ  
TMS R22814-03-12  
DB R1687 PG 3227 PB 10 PG 12

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL PRACTICE ACT AND THE SURVEYING AND MAPPING ACTS AND MEETS THE REQUIREMENTS OF A CLASS "B" SURVEY AS SPECIFIED THEREIN.  
FEB 12, 2018

SCALE: 1" = 10'



PLAT OF  
RICHLAND COUNTY PAUPERS CEMETERY SANDHILLS  
IN RICHLAND COUNTY, NEAR PONTIAC, S.C.

-RICHLAND COUNTY TAX MAP 25800-07-02

C:\USERS\YVESUN\DESKTOP\CEMETERY - PAUPERS SANDHILLS REV.DWG 7/13/2018 2:05:11 PM 2/10/81

*James F. Polson*  
JAMES F. POLSON RLS #4774  
RICHLAND COUNTY PUBLIC WORKS  
400 POWELL ROAD  
COLUMBIA, S.C. 29203  
PH 578-2480 OR 516-1206

## Richland County Council Request for Action

### **Subject:**

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

### **Notes:**

February 27, 2018 – The committee recommended Council restrict the current fee payment to the rate amount as of June 30, 2017 and to direct the Administrator to discuss this at the City Manager level to see if we can get some movement.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## February 27, 2018 A&F Committee Briefing Document City of Columbia Stormwater Utility Fees

### Agenda Item

City of Columbia Stormwater Utility Fees

### Background

During the December 5, 2017 Council meeting, Councilman Pearce brought forth the following motion:

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

As stated in Councilman Pearce’s motion, with virtually no advance notice (and after third-reading approval of the County’s Biennium budget), the City of Columbia Stormwater Utility raised its rates 74%. At the old rate, which was based on Equivalent Residential Unit (ERU) of \$6.80 / ERU / month, the airport budget paid approximately \$39,000 annually (\$3,250 monthly) to the City. The increase in the cost of an ERU raised the airport’s annual payment to approximately \$67,700, outstripping (by far) electricity as the most costly line item in the airport’s operating budget.

The topography and physical drainage conditions of the airport make this situation even more troublesome; a miniscule amount of the airport’s stormwater runoff is ever conveyed in the City-maintained system and a large amount of off-site stormwater generated within the City is conveyed through the airport in County built / County maintained facilities. Unfortunately, as currently written, the City’s Stormwater Regulations offer no “credits” for our situation.

On December 18, 2017, the Airport Manager, the Vice Chairman of the Airport Commission, Joel McCreary, and the Richland County Stormwater Manager, Synthia Williams, met with two senior staff members of the City of Columbia Stormwater Utility. The City staff met in the spirit of cooperation and have offered a draft “Special Protection Area Management Plan for the Gills Creek Watershed.” This plan, though under review by the Gills Creek Watershed Association and not yet approved by City

Council, has been reviewed by airport / Richland County staff. It should be understood that, even if implemented, it appears that this plan will require some degree of study, analysis, and capital improvement (which was not included in the airport's Biennium budget) in order to be implemented.

### Issues

There is reference throughout the Special Protection Area Management Plan for the Gills Creek Watershed to "redevelopment projects" which suggests some level of additional capital development will be required in order to realize the credits which it offers.

### Fiscal Impact

The fiscal impact to the airport's operating budget for the *status quo* is known and stated above (a potential annual airport operating budget shortfall of **\$28,700**).

Though the exact costs of implementation of the Special Protection Area Management Plan for the Gills Creek Watershed are unknown, there are two possible scenarios moving forward:

- Lower additional cost scenario – The airport staff would engage a consultant to survey the airport / Best Management Practices (BMPs), identify and design a single or small number of additional BMPs, apply the provisions of the BMP Pollutant Removal Matrix, and determine the airport's eligibility for stormwater credits under the SPA Management Plan which would keep the airport at or below pre-July 2017 stormwater rates. Construction of these BMPs would follow; or
- Higher additional cost scenario – The airport staff would engage a consultant to survey the airport / Best Management Practices (BMPs), identify and design multiple, additional BMPs, apply the provisions of the BMP Pollutant Removal Matrix, and determine the airport's eligibility for stormwater credits under the SPA Management Plan which would keep the airport at or below pre-July 2017 stormwater rates. Construction of these BMPs would follow. This would have the greatest cost and "footprint" impact and may take years to fully develop.

In each of the above scenarios, the airport will be required to "spend money in order to save money." Also, the above courses of action / possible scenarios may not provide protection to the airport budget against future rate increases.

### Past Legislative Actions

There are no past legislative actions; however, though not directly related to the issue of City's Stormwater Utility fees, it should be noted that the City's Owens Field Park recreation amenity is located on airport property. The City of Columbia pays Richland County \$1.00 / year for the use of 68 acres.

### **Alternatives**

1. Approve Councilman Pearce's motion as a step towards ensuring a reasonable application of the City of Columbia's Stormwater Utility fee to the airport.

Or,

2. Do not approve Councilman Pearce's motion.

### **Staff Recommendation**

Staff recommends action by County Council which will significantly reduce or permanently eliminate the City's Stormwater Utility fee from being charged to the airport.



## Richland County Council Request for Action

**Subject:**

Request to waive Section III of Wilson Farms' Declaration of Restrictive Covenants for lot 1

**Notes:**

February 27, 2018 – The committee recommended Council approve the covenant waiver for lot 1.



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

**Administration & Finance Committee Meeting  
February 27, 2018  
Committee Briefing Document**

**Agenda Item**

Request to waive Section III of Wilson Farms' Declaration of Restrictive Covenants for lot 1.

**Background**

Richland County received a letter from Attorney C. Dawn Watkins, dated January 5, 2018 (Attachment A). Ms. Watkins represents Arturo Rodriguez III, who owns 109 Wilson Farm Road, located in District 11. Mr. Rodriguez is in the process of refinancing his property and, thus, performed a title search. The search results determined that 109 Wilson Farm Road was in violation of the Declaration of Restrictive Covenants ("Covenants") (Attachment B) for Wilson Farms subdivision. Mr. Rodriguez's property is a portion of lot 1. Section III of the Covenants, prohibits the subdividing of lots 1 thru 7. In order to complete his refinancing, Mr. Rodriguez is requesting County Council to waive section III of the Restrictive Covenants.

Pursuant to section IV, these Covenants may be amended or modified through the written consent of County Council and the subdivision property owners.

**Issues**

As determined by the Community Planning & Development Department and Register of Deeds, there are no issues at this time.

County Legal has reviewed the request and supplemental documentation and has no concerns.

**Fiscal Impact**

If approved by County Council, there is no financial impact to County General funds.

**Past Legislative Actions**

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

**Alternatives**

1. Approve the Covenant waiver for lot 1.
2. Do not approve the Covenant waiver for lot 1.

**Staff Recommendation**

It is recommended that County Council approve the waiver for lot 1.

**Submitted by:** Tracy Hegler, Community Planning & Development and John Hopkins, Register of Deeds

**Date:** February 20, 2018



James Daniel Lucero  
600 E. Washington Street  
Suite 610  
Greenville, SC 29601  
(864) 370-8077

[www.lwlawfirm.com](http://www.lwlawfirm.com)

C. Dawn Watkins  
3306 Millwood Avenue  
Columbia, SC 29205  
(803) 765-0507

January 5, 2018

Gerald Seals  
County Administrator  
Via email only [ombudsman@rcgov.us](mailto:ombudsman@rcgov.us)

RE: 109 Wilson Farm Road, Eastover, SC 29044  
Lot 1, Wilson Farms Subdivision

Mr. Seals,

I am writing you on behalf of Arturo Rodriguez, III, who is the owner of the above referenced property. My firm is handling a refinance for Mr. Rodriguez on the above referenced property and have revealed an issue that must be resolved prior to closing. We have spoken to Tommy DeLage in Richland County Community Planning & Development several times regarding the matter and he has referred us to your office for a resolution.

The title search revealed that this property is subject to a Declaration of Restrictive Covenants filed by C. W. Haynes Company, Incorporated and County Council for Richland County dated August 25, 1992 and recorded January 4, 1993 in Book D1123, page 51, in the Office of the Register of Deeds for Richland County ("Declaration"), which provides in part that the lots in the subdivision, as shown on the plat recorded in Plat Book 54, page 4214, cannot be further subdivided. The title search also revealed that Lot 1 was subdivided by the previous owner in 2011, per the plat recorded October 4, 2011 in Record Book 1711, page 3864. A portion of Lot 1 was conveyed to Mr. Rodriguez by deed recorded October 24, 2001 in Record Book 1716, page 365.

The subdivision of Lot 1 was in violation of Section III of the Declaration. Section IV of the Declaration provides that the restrictive covenants be modified with written consent of County Council, by and through its Chairman, and all of the lot owners of Wilson Farms Subdivision. We are requesting a Waiver of the Declaration from County Council for the subdivision of Lot 1 only, to allow Mr. Rodriguez to proceed to closing. We have drafted the waiver and are in the process of obtaining consent from all of the lot owners of the subdivision.

Enclosed please find the following documents for your review:

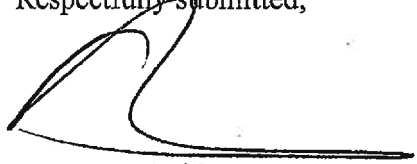
1. The Declaration for Wilson Farms Subdivision recorded in Book D1123, page 51.
2. Plat of Wilson Farms Subdivision recorded in Plat Book 54, page 4214.
3. Plat of the subdivision of Lot 1 recorded in Record Book 1711, page 3864.
4. Deed to Mr. Rodriguez recorded in Record Book 1716, page 365.
5. Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision Recorded in Book D1123 at Page 51.

Please contact me at your earliest convenience to discuss how this will be handled, as this is a time-sensitive matter.

If the waiver meets the approval of County Council, please email an executed copy to me at [dawn@lwlawfirm.com](mailto:dawn@lwlawfirm.com) and mail the original to my attention at 3306 Millwood Avenue, Columbia, SC 29205.

Please do not hesitate to contact me at 765-0507 or [dawn@lwlawfirm.com](mailto:dawn@lwlawfirm.com), if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'C. Dawn Watkins', written over a horizontal line.

C. Dawn Watkins, Esquire

Enclosures



STATE OF SOUTH CAROLINA )  
 COUNTY OF RICHLAND )

DECLARATION OF RESTRICTIVE  
 COVENANTS

THIS DECLARATION, made this 25th day of August, 19 92, by and between C. W. Haynes and Company, Incorporated, party of the first part, hereinafter called "Developer" and the County Council for Richland County, party of the second part, hereinafter called "County Council", pursuant to Ordinance 1535-86HR, whereby the Richland County Subdivision Regulations, Appendix B, were adopted by County Council.

WITNESSETH, NOW, THEREFORE, the parties hereto declare and agree that the following restrictions shall be binding upon the real property identified by plat, described in Section III, below.

SECTION I. A privately maintained driveway shall be established providing access to a public road for Lots 1, 2, 3, 4, 5, 6 and 7 in the subdivision, said driveway to be jointly owned by all property owners in the subdivision. Any such private driveway shall comply with lending requirements of FHA and VA.

SECTION II. Provisions shall be made for maintenance of the private driveway by the Owners of Lots 1 through 7 in the subdivision. All owners of said lots shall be jointly and severally financially required to maintain the driveway, said obligation to be enforceable by the filing of a lien, by the Homeowner's Association, or other party of interest, against the property of an owner who fails to make the required contributions towards maintenance of the private driveway. THE PRIVATE DRIVEWAY PROVIDING ACCESS TO LOTS 1 THROUGH 7 IN THIS SUBDIVISION IS NOT MAINTAINED BY RICHLAND COUNTY NOR IS IT LIKELY TO BE SO MAINTAINED IN THE FUTURE. OWNERS OF SAID PARCELS IN THIS SUBDIVISION ARE FINANCIALLY OBLIGATED TO MAINTAIN THIS DRIVEWAY FOR THE BENEFIT OF ALL PROPERTY OWNERS IN THE SUBDIVISION.

SECTION III. Further subdivision of Lots 1 through 7 shown on the plat (recorded in the RMC Office of Richland County at Plat Book 54, Page 421), and identified as "Wilson Farms Subdivision" prepared by United Design Services, Inc., and dated January 7, 1992, (Revised N/A, 199 ), shall be prohibited.

*ms.*

SECTION IV. These restrictive covenants may not be amended or modified except with the written consent of County Council, by and through its Chairman, and all said property owners in the subdivision.

SECTION V. Any deed conveying any interest in Lots 1 through 7 in the subdivision shall conspicuously contain the following language with an appropriate space for a signature by the grantee or grantees acknowledging same:

"The real property described in this deed is subject to restrictive covenants recorded in Deed Book 203, at Page 51. These restrictive covenants provide among other things, a financial obligation of the owner(s) of the property to maintain a private driveway. These restrictive covenants are specifically acknowledged by the grantee(s).

\_\_\_\_\_  
Grantee(s)

SECTION VI. The lien of the assessments provided for herein shall be subordinate to (1) the lien of any first mortgage, and (2) the lien of any unpaid ad valorem taxes. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No such sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the Developer and the County Council, by and through its duly-authorized officers, have caused this instrument to be executed the day and year first above written.

WITNESSES:  
Brenda Shealy

Eula L. Blakely

PARTY OF THE FIRST PART  
BY: W. E. Sellars  
W. E. Sellars, President  
C. W. Haynes and Company, Inc.

Attest: [Signature]  
R. B. Haynes, Secretary  
C. W. Haynes and Company, Inc.

APPROVED COUNTY ATTORNEY

DATE 12-21-92

01123 PAGE 53

WITNESSES:

SIGNATURE: P. Lawrence Hoffman

PARTY OF THE SECOND PART  
RICHLAND COUNTY COUNCIL

Kathryn Y. Jones

BY: John W. Pilgrimage  
Chairman, Richland County Council

P. Lawrence Hoffman

ATTEST: Brenda L. Shealy  
Clerk of Council

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE  
PARTY OF THE FIRST PART

PERSONALLY appeared before me Brenda L. Shealy who being duly sworn says that (s)he saw the within-named C. W. Haynes and Company, Incorporated, by its President, W. E. Sellars, Party of the First Part, sign, seal and as its act and deed deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he with Eula S. Blakely witnessed the execution thereof.

Brenda L. Shealy

SWORN TO BEFORE ME THIS  
25th DAY OF August, 1992.

Eula S. Blakely  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 8-26-96

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE  
PARTY OF THE SECOND PART

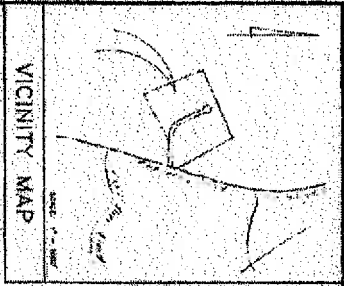
PERSONALLY appeared before me Kathryn Y. Jones who being duly sworn says that (s)he saw the County Council of Richland County, by its Chairman, Bernice G. Scott, Party of the Second Part, sign, seal and as the act and deed of the County Council of Richland County deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he with P. Lawrence Hoffman witnessed the execution thereof.

Kathryn Y. Jones

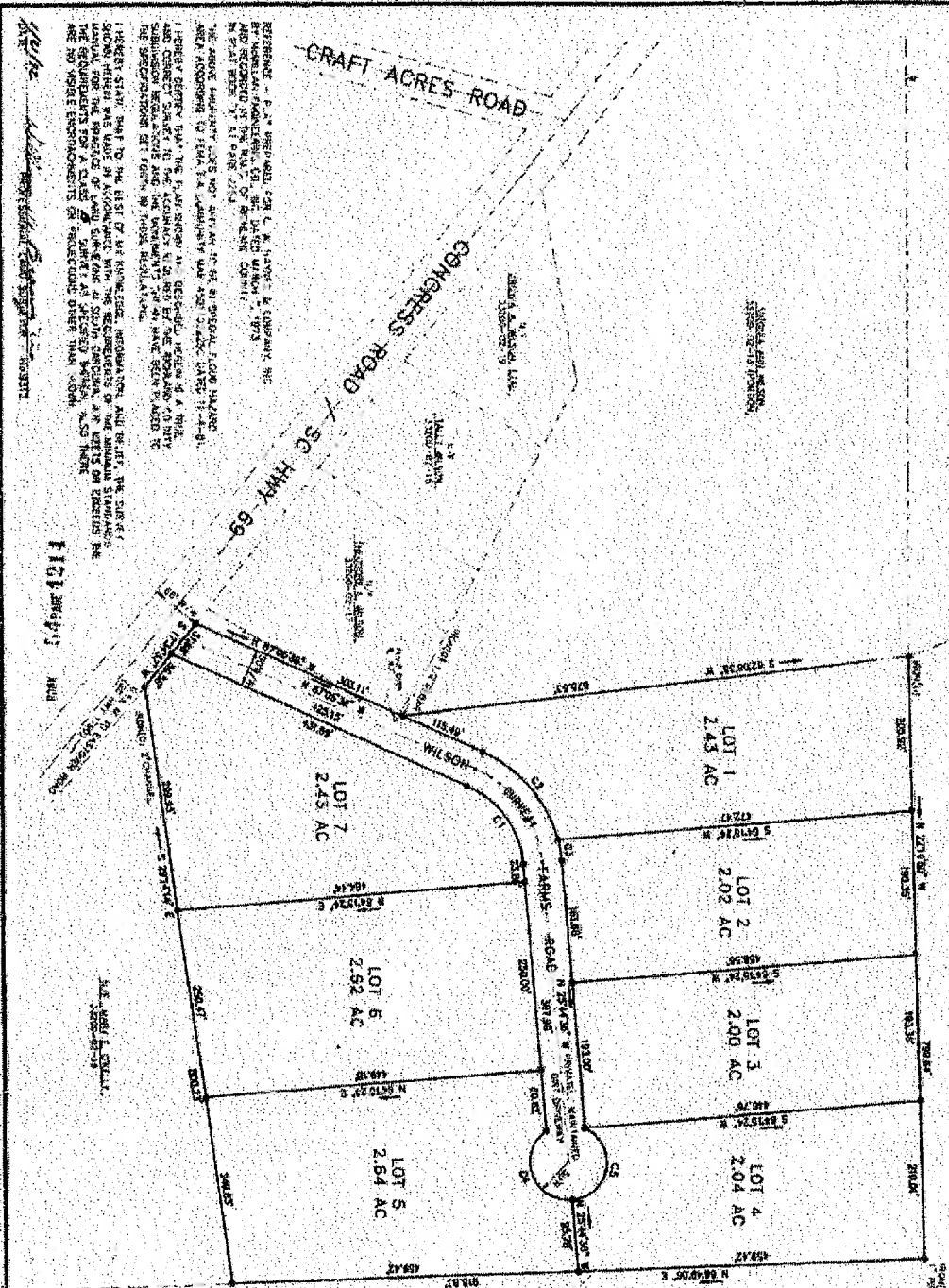
SWORN TO BEFORE ME THIS  
22d DAY OF DEC, 1992

P. Lawrence Hoffman  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 4-9-94

01123 PAGE 53



OWNER / DEVELOPER  
 1408 1/2 ST SW  
 COLUMBIA, SC 29204  
 803-739-3337  
 17.47 ACRES IN DEVELOPMENT  
 1.42 ACRES IN PRIVATE HANDS  
 1.42 ACRES IN 1 LOT  
 ZONED RURAL (RU)  
 100' NEW 20' N. 1/4 SECTION 17 AT  
 THE CORNER OF SECTION  
 17 AND 18, TOWNSHIP 36 NORTH  
 RANGE 10 WEST, DISTRICT 5 NORTH



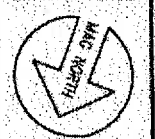
ACRES	SECTION	TOWNSHIP	RANGE	DISTRICT
1.42	17	36	10	5
1.42	17	36	10	5

ACRES	SECTION	TOWNSHIP	RANGE	DISTRICT
1.42	17	36	10	5
1.42	17	36	10	5

APPROVED FOR RECORDING  
 DATE 23 Dec 92  
 NAME [Signature]  
 TITLE [Signature]

NOTE: The private driveway providing access to Lots 1 + 7 shown hereon is not to be maintained by Richland County. See Declaration of Restrictive Covenants recorded in DEED BOOK 31003, PAGE 51 in the RMC Office of Richland County, South Carolina.

SCALE: 1" = 100'  
 DATE: 7 JAN 93  
 DATE: 11/28/92  
 SHEET: 1



FINAL PLAT OF  
**WILSON FARMS SUBDIVISION**  
 74 of 91  
 RICHLAND COUNTY, SOUTH CAROLINA

**UNITED DESIGN SERVICES, INC.**  
 801 DEVINE STREET, COLUMBIA, SC 29201  
 (803) 754-8286



N/F  
 Tax Map Number R33200-02-14  
 Owner\_GARNER JEAN C

N/F  
 Tax Map Number R33210-01-06  
 Owner\_SMITH JHUE & FRANCES L

Book 1711-3984  
 2011064676 John T. Spillman  
 Registered Professional Land Surveyor  
 Registered County R. Data

REFERENCES:  
 Tax Map Number R33210-01-07  
 LOT 1 WILSON FARMS S/D PB 54 @ 4214

**RALPH O VANADORE**  
 PROFESSIONAL LAND SURVEYOR  
 15315 ALBERTA HWY  
 STATESVILLE, NC 28680  
 PHONE (803) 532-5018

**SURVEY FOR MORTGAGE PURPOSES ONLY**  
 AT THE REQUEST OF  
**ARTURO RODRIGUES**  
 RICHLAND COUNTY, SOUTH CAROLINA

N/F  
 Tax Map Number R33200-02-19  
 Owner\_THORNTON SARA J

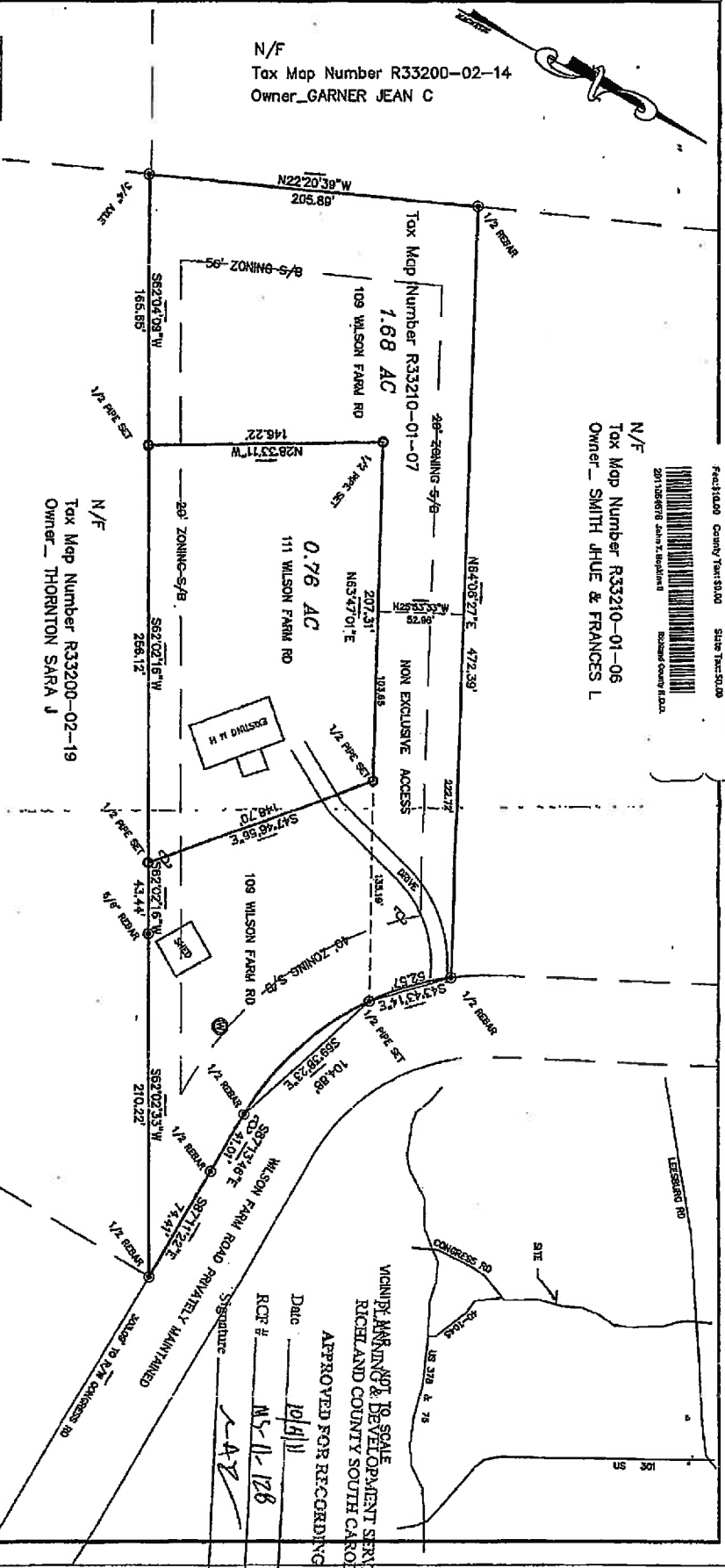
OCTOBER 1, 2011



SCALE: 1 inch = 60 feet

**RALPH O VANADORE, P.L.S.**  
 REG. REGISTRATION NUMBER 7606  
 NOT VALID UNLESS SIGNED

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "S" SURVEY AS SPECIFIED THEREIN.  
 1.) ALL IMPROVEMENTS NOT SHOWN  
 2.) PROPERTY SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD



VANADORE NOT TO SCALE  
 DEVELOPMENT SERVICES  
 RICHLAND COUNTY SOUTH CAROLINA  
 APPROVED FOR RECORDING  
 Date: 10/11/11  
 RCF #: NS-11-128  
 Signature: [Handwritten Signature]

Book 1716-355  
2011069753 10/24/2011 10:01:58:613  
Fee:\$10.00 County Tax: \$0.00 State Tax: \$0.00



11-0247

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that Arturo Rodriguez and Cecilia Rodriguez, (hereinafter called "Grantor"), in consideration of FIVE AND 00/100 (\$5.00) DOLLARS, LOVE AND AFFECTION FOR OUR SON, to the Grantor in hand paid at and before the sealing of these presents, by Arturo Rodriguez, III (hereinafter called "Grantee") in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

**ARTURO RODRIGUEZ, III**

His heirs and assigns,

The following described property:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being located in the County of Richland, State of South Carolina, containing 1.68 acres, more or less, and being more particularly shown and delineated on a plat entitled, "Survey for Mortgage Purposes Only at the Request of Arturo Rodriguez" dated October 1, 2011 and recorded October 4, 2011 in the Office of the Register of Deeds for Richland County in Plat Book 1711 at Page 3864; said lot having such metes and bounds as reference to said plat will show, all measurements being a little more or less.

SUBJECT TO a non-exclusive access extending over, across and through the subject property, as shown on the aforementioned plat.

The real property described in this deed is subject to restrictive covenants reported in Deed Book D1123 at Page 51. These restrictive covenants provide among other things, a financial obligation of the owner(s) of the property to maintain a private driveway. These restrictive covenants are specifically acknowledged by the grantee(s).

  
\_\_\_\_\_  
Arturo Rodriguez, III  
Grantee

This being a portion of the property conveyed to Arturo and Cecilia Rodriguez by deed of Arturo Rodriguez recorded January 17, 2008 in the Office of the Register of Deeds for Richland County in Deed Book 1393 at Page 1480.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

*Harold L. Swafford*  
Attorney at Law  
1316 Richland Street  
Columbia, South Carolina 29201

11-0247

Grantee's Address: 109 Wilson Farm Road  
Eastover, SC 29044

TMS No.: Portion of 33210-01-07

**TOGETHER** with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

**TO HAVE AND TO HOLD** all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

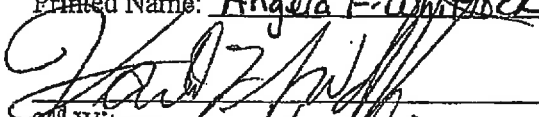
WITNESS the Grantor's hands and seals this the 14<sup>th</sup> day of October, 2011.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

Angela F. Whitebeck  
1<sup>st</sup> Witness  
Printed Name: Angela F. Whitebeck

  
ARTURO RODRIGUEZ

  
2<sup>nd</sup> Witness  
Printed Name: Harold Z. White

  
CECILIA RODRIGUEZ

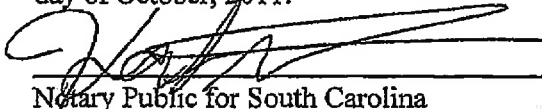
11-0247

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

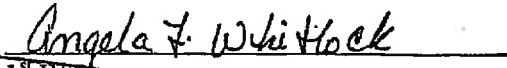
PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Arturo Rodriguez and Cecilia Rodriguez sign, seal, and, as their act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 14<sup>th</sup>  
day of October, 2011.

  
\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: 10/25/2015

  
\_\_\_\_\_  
1<sup>st</sup> Witness

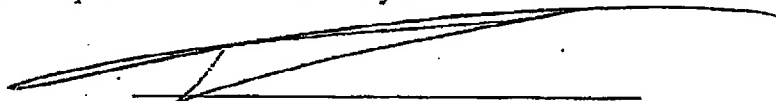
11-0247


STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred from **Arturo Rodriguez and Cecilia Rodriguez to Arturo Rodriguez, III** dated **October 14, 2011**.
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 a distribution to a trust beneficiary.
  - c)  X  EXEMPT from the deed recording fee because (exemption# Amount is less than \$100.00) (Explanation if required) (If exempt, please skip items 4-6 and go to item 7 of this affidavit.).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
  - b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
  - c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO  X  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED recording fee is computed as follows:
  - a) \_\_\_\_\_ the amount listed in item 4 above
  - b) \_\_\_\_\_ the amount listed in item 5 above (If no amount place zero)
  - c) \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Legal Representative**
8. I understand that a person required to furnish this affidavit who willfully furnished 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.

Sworn to before me this 14<sup>th</sup> day  
of October, 2011.

  
\_\_\_\_\_  
Grantor, Grantee or Legal Representative

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 6/25/2017

Harold L. Swafford, Attorney at Law

11-0247

### 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 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 grantor'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 the above. A "charitable entity" means an entity that may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by 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.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivision 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.

ATTACHMENT B

Please return to:  
Lucero & Watkins, LLC  
3306 Millwood Avenue  
Columbia, SC 29205  
File #2017-368

**STATE OF SOUTH CAROLINA )**  
**)**  
**)**  
**COUNTY OF RICHLAND )**      **WAIVER OF DECLARATION OF**  
**RESTRICTIVE COVENANTS FOR**  
**LOT 1 WILSON FARMS SUBDIVISION**  
**RECORDED IN BOOK D1123 AT PAGE 51**

THIS WAIVER OF DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR LOT 1 WILSON FARMS SUBDIVISION (“Waiver”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by Arturo Rodriguez, III, Arturo Rodriguez and Cecilia Rodriguez (Owners of Lot 1), Jhue Smith and Frances L. Smith (Owners of Lot 2), Valerie Kay Lattin (Owner of Lot 3), Michael D. Houtchings and Debra T. Houtchings (Owners of Lot 4), Patrick Prevatte (Owner of Lot 5), Siri H. Pitsinger (Owner of Lot 6), and John Hare, individually, and as the Sole Heir-at-Law of Kyoko H. Hare (Owner of Lot 7) (hereinafter collectively referred to as “Owners”) and County Council for Richland County, by and through its Chairwoman.

WHEREAS, C. W. Haynes and Company, Incorporated (“Developer”) and the County Council for Richland County (“County Council”) executed and filed that certain Declaration of Restrictive Covenants, recorded on January 4, 1993 in Book D1123 at Page 51, in the Office of the Register of Deeds for Richland County (“Declaration”); and,

WHEREAS, the property purported to be encumbered by the Declaration was Wilson Farms Subdivision which consisted of seven (7) lots according to the plat of Wilson Farms Subdivision, prepared by United Design Services, Inc., dated January 7, 1992 and recorded January 4, 1993 in Plat Book 54, Page 4214, in the Office of the Register of Deeds for Richland County; and,

WHEREAS, Section III of the Declaration provides that “Further subdivision of Lots 1 through 7 shown on the plat (recorded in the RMC Office of Richland County at Plat Book 54, Page 4214), and identified as ‘Wilson Farms Subdivision’ prepared by United Design Services, Inc., and dated January 7, 1992, (Revised N/A, 199), shall be prohibited”; and,

WHEREAS, Section IV of the Declaration provides that “These restrictive covenants may not be amended or modified except with the written consent of County Council, by and through its Chairman, and all said property owners in the subdivision”; and,

WHEREAS, Arturo Rodriguez and Cecilia Rodriguez subdivided Lot 1, as shown on that certain plat prepared for Arturo Rodrigues by Ralph O. Vanadore, S.C.R.L.S. #7606, dated October 1, 2011 and recorded October 4, 2011 in Record Book 1711 at Page 3864, in the Office

of the Register of Deeds for Richland County (“Rodriguez Plat”), and attached hereto as Exhibit “A”; and,

WHEREAS, Arturo Rodriguez and Cecilia Rodriguez conveyed a portion of Lot 1, being shown and designated as 0.76 acre, more or less, on the Rodriguez Plat by deed dated October 14, 2011 and recorded October 24, 2011 in Record Book 1716 at Page 355, in the Office of the Register of Deeds for Richland County; and,

WHEREAS, County Council and the Owners of Lots 1 through 7, who are parties hereto, wish to waive Section III of the Declaration as to Lot 1 only;

NOW THEREFORE, in consideration of mutual covenants contained herein, Arturo Rodriguez, III, Arturo Rodriguez and Cecilia Rodriguez (Owners of Lot 1), Jhue Smith and Frances L. Smith (Owners of Lot 2), Valerie Kay Lattin (Owner of Lot 3), Michael D. Houtchings and Debra T. Houtchings (Owners of Lot 4), Patrick Prevatte (Owner of Lot 5), Siri H. Pitsinger (Owner of Lot 6), and John Hare, individually, and as the Sole Heir-at-Law of Kyoko H. Hare (Owner of Lot 7), who encompass all of the owners of Lots 1-7 of Wilson Farms Subdivision, and County Council for Richland County, by and through its Chairwoman, hereby waive Section III of the Declaration of Restrictive Covenants for Wilson Farms Subdivision as to Lots 1 only. All other restrictions contained in the Declaration shall remain in full force and effect as stated.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, this Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision is hereby executed on \_\_\_\_\_, 2018.

Richland County Council

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
By: Joyce Dickerson, Chairwoman L.S.

\_\_\_\_\_  
Witness #2/Notary Public

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND         )        **ACKNOWLEDGEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared Joyce Dickerson, Chairwoman of Richland County Council, known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration herein expressed.

\_\_\_\_\_  
Notary Public for South Carolina L.S.  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[AFFIX SEAL]

IN WITNESS WHEREOF, this Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision is hereby executed on January \_\_\_\_\_, 2018.

OWNERS OF LOT 1:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Arturo Rodriguez, III L.S.

\_\_\_\_\_  
Witness #2/Notary Public

\_\_\_\_\_  
Arturo Rodriguez L.S.

\_\_\_\_\_  
Cecilia Rodriguez L.S.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of January, 2018, before me, the undersigned Notary Public, personally appeared Arturo Rodriguez, III, Arturo Rodriguez and Cecilia Rodriguez, known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed.

\_\_\_\_\_  
Notary Public for South Carolina L.S.  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[AFFIX SEAL]



IN WITNESS WHEREOF, this Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision is hereby executed on January \_\_\_\_\_, 2018.

OWNER OF LOT 3:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Valerie Kay Lattin L.S.

\_\_\_\_\_  
Witness #2/Notary Public

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF \_\_\_\_\_     )       ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of January, 2018, before me, the undersigned Notary Public, personally appeared Valerie Kay Lattin, known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration herein expressed.

\_\_\_\_\_  
Notary Public for South Carolina L.S.  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[AFFIX SEAL]

IN WITNESS WHEREOF, this Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision is hereby executed on January \_\_\_\_\_, 2018.

OWNERS OF LOT 4:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Michael D. Houtchings L.S.

\_\_\_\_\_  
Witness #2/Notary Public

\_\_\_\_\_  
Debra T. Houtchings L.S.

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF \_\_\_\_\_        )

ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of January, 2018, before me, the undersigned Notary Public, personally appeared Michael D. Houtchings and Debra T. Houtchings, known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed.

\_\_\_\_\_  
Notary Public for South Carolina L.S.  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[AFFIX SEAL]

IN WITNESS WHEREOF, this Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision is hereby executed on January \_\_\_\_\_, 2018.

OWNER OF LOT 5:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Patrick Prevatte

L.S.

\_\_\_\_\_  
Witness #2/Notary Public

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF \_\_\_\_\_    )

ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of January, 2018, before me, the undersigned Notary Public, personally appeared Patrick Prevatte, known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration herein expressed.

\_\_\_\_\_  
Notary Public for South Carolina    L.S.  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[AFFIX SEAL]

IN WITNESS WHEREOF, this Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision is hereby executed on January \_\_\_\_\_, 2018.

OWNER OF LOT 6:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Siri H. Pitsinger L.S.

\_\_\_\_\_  
Witness #2/Notary Public

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of January, 2018, before me, the undersigned Notary Public, personally appeared Siri H. Pitsinger, known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration herein expressed.

\_\_\_\_\_  
Notary Public for South Carolina L.S.  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[AFFIX SEAL]

IN WITNESS WHEREOF, this Waiver of Declaration of Restrictive Covenants for Lot 1 Wilson Farms Subdivision is hereby executed on January \_\_\_\_\_, 2018.

OWNERS OF LOT 7:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
L.S.  
John Hare, individually, and as the Sole Heir-at-Law of Kyoko H. Hare

\_\_\_\_\_  
Witness #2/Notary Public

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of January, 2018, before me, the undersigned Notary Public, personally appeared John Hare, individually, and as the Sole Heir-at-Law of Kyoko H. Hare, known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed.

\_\_\_\_\_  
L.S.  
Notary Public for South Carolina  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[AFFIX SEAL]



## Richland County Council Request for Action

**Subject:**

Funding Request for Little Lake Katherine

**Notes:**

February 27, 2018 – The committee recommended Council consider a formal process for funding requests, like the one referenced here. The Administrator would be responsible for the process.

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading: December 5, 2017

Second Reading: December 12, 2017

Third Reading: March 6, 2018 {Tentative}

Public Hearing: February 6, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-18HR

AN ORDINANCE AUTHORIZING A DEED TO 908 GROUP HOLDINGS, LLC, FOR 1328-1400 HUGER STREET; ALSO DESCRIBED AS TMS# 09009-11-04 AND 09009-11-05.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to be delivered at the real estate closing for 1328-1400 Huger Street, which is also described as TMS# 09009-11-04 and 09009-11-05, to 908 GROUP HOLDINGS, LLC, as specifically described in the Title to Real Estate, attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

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

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

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Colite International, Ltd. to provide for payment of a fee-in-lieu of taxes; and other related matters. (Formerly Project Lite)

**Notes:**

First Reading: February 6, 2018  
Second Reading: February 20, 2018  
Third Reading: March 6, 2018 {Tentative}  
Public Hearing: March 6, 2018

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND COLITE INTERNATIONAL, LTD. TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.**

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

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, Colite International, Ltd., (“Sponsor”), desires to enhance its production facility in the County (“Project”) consisting of taxable investment in personal property of not less than \$2,500,000 and the retention of 100 full-time jobs; and

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

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

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

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

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

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and benefits of the Project are greater than the costs.

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

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk of Council, Richland County Council

First Reading: February 6, 2018  
Second Reading: February 20, 2018  
Public Hearing: March 6, 2018  
Third Reading: March 6, 2018

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



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

**BETWEEN**

**COLITE INTERNATIONAL, LTD.**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF MARCH 6, 2018**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	Colite International, Ltd.	
<b>Project Location</b>	5 Technology Circle	
<b>Tax Map No.</b>	17200-02-15	
<b>FILOT</b>		
• Phase Exemption Period	20 years	
• Investment Requirement	\$2,500,000	
• Jobs Requirement	N/A	
• Investment Period	5 years	
• Assessment Ratio:	6%	
• Millage Rate	460.8	
• Fixed or Five-Year Adjustable millage:	Fixed	
• Claw Back information	Statutory minimum clawback	
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	

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

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of March 6, 2018, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Lite, a corporation organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

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

(b) The Sponsor has committed to enhance the production capabilities of its facility (“*Facility*”) in the County, consisting of taxable investment in personal property of not less than \$2,500,000 and the retention of 100 full-time jobs;

(c) By an ordinance enacted on March 6, 2018, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to enhance the production capabilities of its Facility in the County.

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

**ARTICLE I  
DEFINITIONS**

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties, (ii) any actions brought by the Sponsor or its affiliates and related entities, or (iii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

**“Commencement Date”** means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2017.

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

**“County Council”** means the Richland County Council, the governing body of the County.

**“Department”** means the South Carolina Department of Revenue.

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

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

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

**“Event of Default”** means any event of default specified in Section 7.1 of this Fee Agreement.

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

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

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

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

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2042, the Final Termination Date is expected to be January 15, 2044, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2022.

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

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

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

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 19<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement

shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

(c) The County identified the Project, as a “project” on December 12, 2017, by adopting an Inducement Resolution, as defined in the Act.

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

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

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

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

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



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

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

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

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2017. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Act Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement will be terminated as provided in this Fee Agreement and the Act.

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

#### **Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2018, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

### **ARTICLE IV**

## FILOT PAYMENTS

### **Section 4.1. FILOT Payments.**

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 460.8 which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then

the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. *Damage or Destruction of Economic Development Property.***

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

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

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

**Section 4.5. *Condemnation.***

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

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

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

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

**Section 4.7. *Payment of Ad Valorem Taxes.*** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property for a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic

Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

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

**ARTICLE V  
[RESERVED]**

**ARTICLE VI  
FAILURE TO REACH ACT MINIMUM INVESTMENT REQUIREMENT**

**Section 6.1. Claw Back.** If the Sponsor fails to reach the Act Minimum Investment Requirement, this Agreement shall terminate and the Sponsor shall make the payments as required by the Act. The repayment obligation arising under this Section survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

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

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “Cessation of Operations means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a cessation of production that continues for a period of twelve (12) months;

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

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

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

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

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

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

prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

**Section 8.3. Indemnification Covenants.**

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

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

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

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts

received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

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

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount not exceeding \$2,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

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

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

**ARTICLE X  
MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Colite International, Ltd.  
Attn: Fran Hodges  
5 Technology Circle  
Columbia, South Carolina 29203

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

Edward G. Kluiters, Esq.  
Nelson Mullins Riley & Scarborough, LLP  
1320 Main Street, 17th Floor  
Columbia, SC 29201

**IF TO THE COUNTY:**

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

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

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

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

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

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this



Fee Agreement and all documents executed in connection with this Fee Agreement.

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

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

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

**Section 10.8. *Interpretation; Invalidity; Change in Laws.***

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

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

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

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

**Section 10.10. *Termination; Termination by Sponsor.***

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**COLITE INTERNATIONAL, LTD.**

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

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

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

**5 TECHNOLOGY CIRCLE**  
**COLUMBIA, SC 29203**

**TMS No. 17200-02-15**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective March 6, 2018 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Colite International, Ltd. (“Sponsor”).

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By:  
Its:

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**



**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters

**Notes:**

First Reading: February 6, 2018  
Second Reading: February 20, 2018  
Third Reading: March 6, 2018 {Tentative}  
Public Hearing: March 6, 2018

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FN AMERICA, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT LIBERTY, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.**

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

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

WHEREAS, FN America, LLC, a limited liability company organized under the laws of the State of Delaware, and a company previously identified as Project Liberty (“Sponsor”), desires to establish or expand certain manufacturing and related facilities in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$10,000,000; and

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

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

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

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

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

- (c) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (d) The benefits of the Project to the public are greater than the costs to the public.

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

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 6, 2018  
Second Reading: February 20, 2018  
Public Hearing: March 6, 2018  
Third Reading: March 6, 2018

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

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

**BETWEEN**

**FN AMERICA, LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF MARCH 6, 2018**



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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>FN America, LLC</b>	
<b>Project Location</b>	<b>797 Old Clemson Road, Columbia, SC 29229</b>	
<b>Tax Map No.</b>	R25800-07-01	
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$10,000,000	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	574.6 mills (lowest allowable)	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Terminate and clawback if investment does not reach the Act Minimum Investment Requirement	
<b>Multicounty Park</b>	<b>I-77 Corridor Regional Industrial Park</b>	
<b>Other Information</b>	N/A	

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

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [], 2018 between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Liberty (“*Sponsor*”).

WITNESSETH:

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

(b) The Sponsor has committed to locate or expand certain manufacturing and related facilities (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$10,000,000;

(c) By an ordinance enacted on March 6, 2018 County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT as an inducement for the Sponsor to locate or expand its Facility in the County.

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

### ARTICLE I DEFINITIONS

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into

this Fee Agreement. For purposes of this Fee Agreement, the parties agree that, to the maximum extent permitted by the Act, the Commencement Date shall be December 31, 2017.

**“Contract Minimum Investment Requirement”** means a taxable investment in real and personal property at the Project of not less than \$10,000,000.

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

**“County Council”** means the Richland County Council, the governing body of the County.

**“Department”** means the South Carolina Department of Revenue, or any successor entity thereto.

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

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

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

**“Event of Default”** means any event of default specified in Section 7.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee-In-Lieu of *Ad Valorem* Taxes Agreement.

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

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

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

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2051, the Final Termination Date is expected to be January 15, 2053, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2022.

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

**“Multicounty Park”** means the I-77 Corridor Regional Industrial Park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina, as may be amended.

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

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

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

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

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

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

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

**“Sponsor”** means FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware and a company previously identified as Project Liberty, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

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

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

(c) The County identified the Project, as a “project” on December 12, 2017 by adopting an Inducement Resolution, as defined in the Act on December 12, 2017.

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

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

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

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

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

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

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

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

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

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The parties hereto agree, to the maximum extent permitted by the Act, that the first Phase of the Project was placed in service during the calendar year ending December 31, 2017. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met in the Investment Period, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

#### **Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2019, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic



Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

## ARTICLE IV FILOT PAYMENTS

### **Section 4.1. *FILOT Payments.***

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 574.6 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

**Section 4.4. Damage or Destruction of Economic Development Property.**

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

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

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

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

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

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

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

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

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

**ARTICLE V  
[RESERVED]**

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to achieve the Act Minimum Investment Requirement by the end of the Investment Period, without regard to any extension permitted by this Fee Agreement or the Act, then this Fee Agreement shall immediately terminate and the Sponsor shall make payments as required by the Act.

**ARTICLE VII  
DEFAULT**

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

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility made by the Company, a termination, or reduction in force, within a thirty (30) day period resulting in less than one hundred (100) full-time jobs at the Facility, or a complete cessation of production at the Facility that continues for a period of twelve (12) consecutive months;

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

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

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

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the

County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information.*” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is

required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

**Section 8.3. Indemnification Covenants.**

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

(b) The Sponsor shall indemnify, defend and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the Indemnified Party, the Sponsor shall defend it in any such action, prosecution or proceeding with legal counsel of the Sponsor’s choice, which is acceptable to such Indemnified Party (the approval of which shall not be unreasonably withheld) provided, however, that the Sponsor shall be entitled to manage and control the defense of or respond to any claim, action, prosecution, or proceeding, for itself and any Indemnified Party; provided the Sponsor is not entitled to settle any matter without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate legal counsel for any reason, that Indemnified Party is responsible for its independent legal costs and expenses, in whole.

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

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

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

## ARTICLE X MISCELLANEOUS

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when

deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

FN America, LLC  
Attn: Phyllis Andes  
Post Office Box 9424  
McLean, Virginia 22102

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

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700 (29201)  
Post Office Drawer 2426  
Columbia, South Carolina 29202

**IF TO THE COUNTY:**

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

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

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

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

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

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

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

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

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

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

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

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

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

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

**Section 10.10. Termination; Termination by Sponsor.**

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

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

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

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

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other



party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**FN AMERICA, LLC**

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

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

**EXHIBIT A  
PROPERTY DESCRIPTION**

**797 OLD CLEMSON ROAD, COLUMBIA, SC 29229**

**[ADDITIONAL DESCRIPTION DETAILS TO BE ADDED FOLLOWING THIRD READING]**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective March 6, 2018 (“Fee Agreement”), between Richland County, South Carolina (“County”) and FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Liberty (“Sponsor”).

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
FN America, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.




RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Hollywood Hills Sewer System improvemetns; Richland County TMS #11807-08-21, 22, 39, 40 & 42 (portion)

**Notes:**

First Reading: February 6, 2018  
Second Reading: March 6, 2018 {Tentative}  
Third Reading: March 20, 2018 {Tentative}  
Public Hearing: March 20, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-18HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN SANITARY SEWER LINES TO SERVE THE HOLLYWOOD HILLS SEWER SYSTEM IMPROVEMENTS; RICHLAND COUNTY TMS #11807-08-21, 22, 39, 40 & 42 (PORTION).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain sanitary sewer lines to the City of Columbia, as specifically described in the attached DEED TO SANITARY SEWER LINES FOR HOLLYWOOD HILLS SEWER SYSTEM IMPROVEMENTS (WAKEFIELD ROAD, DAYTON STREET AND STANFORD STREET); RICHLAND COUNTY TMS#11807-08-21, 22, 39, 40 & 42 (PORTION); CF#188-09B, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

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

First Reading: February 6, 2018  
Second Reading: March 6, 2018  
Public Hearing: March 20, 2018  
Third Reading: March 20, 2018

# Richland County Council Request for Action

**Subject:**

Authorizing the execution of the amended and restated master agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, confirming the boundaries of the I-77 Corridor Regional Industrial Park; and other related matters

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXECUTION OF THE AMENDED AND RESTATED  
MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL  
INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH  
CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, CONFIRMING  
THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL  
PARK; AND OTHER RELATED MATTERS**

WHEREAS, Richland County, South Carolina (“Richland”), and Fairfield County, South Carolina (“Fairfield,” collectively, “Counties,” each, a “County”), as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop jointly multicounty industrial and business parks, and (ii) include real and personal property located in the geographic boundaries of the Counties in such parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees in-lieu-of *ad valorem* property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks;

WHEREAS, pursuant to the Act, the Counties must enter a written agreement regarding the multicounty industrial and business park which (i) addresses the sharing of expenses of the multicounty industrial and business park; (ii) specifies the percentage of revenues generated by the multicounty industrial or business park to be allocated to each County; and (iii) specifies the manner in which revenues generated by the multicounty industrial or business park must be distributed to each of the taxing entities within each County;

WHEREAS, in accordance with the Act and to promote the economic welfare of their respective citizens, the Counties previously developed the I-77 Corridor Regional Industrial Park (“Park”) and entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (“Original Agreement”) to govern the operation of the Park;

WHEREAS, in order to further the economic development activities of each County and enhance the effective operation of the Park, the Counties desire to amend and restate the Original Agreement in its entirety and enter into the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Park (“Restated Agreement”), the form of which is attached as Exhibit A, to govern the operation of the Park in accordance with the Act; and

WHEREAS, the Counties further desire to confirm, ratify and approve the Park and the boundaries of the Park by confirming, ratifying and approving the real and personal property located in in the Park as set forth in Exhibit B.

NOW, THEREFORE, BE IT ORDAINED BY RICHLAND COUNTY COUNCIL:

**Section 1. Authorization and Execution of Restated Agreement.** The Restated Agreement and the governance of the Park pursuant to the terms of the Restated Agreement, including specifically the provisions relating to (i) the sharing of the Park’s expenses, (ii) the percentage of revenues generated by the Park to be allocated to each County, and (iii) the manner in which the revenues generated by the Park are distributed to each taxing entity within each County, are approved. The Chair of Richland County Council (“Chair”) is authorized to execute the Restated Agreement in the name of and on behalf of

Richland, subject to the approval of any revisions or changes as are not materially adverse to Richland by the Richland County Administrator, or his designee (collectively, "County Administrator") following receipt of advice from counsel to Richland. The Clerk to Richland County Council ("Clerk") is authorized and directed to attest the Restated Agreement and to deliver the Restated Agreement to the Fairfield.

**Section 2. *Approval, Confirmation and Ratification of the Park.*** The Park and the Park's boundaries, which is comprised of and includes the real and personal property as set forth in Exhibit B, are approved, confirmed and ratified. The County acknowledges that the boundaries of the Park may be enlarged or diminished in the future in accordance with the terms of the Restated Agreement. The Chair and the Clerk are authorized to execute such documents and take such further actions as may be necessary to evidence and confirm the boundaries of the Park.

**Section 3. *Further Assurances.*** The Chair, the Clerk and the County Administrator are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

**Section 4. *Severability.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 5. *General Repealer.*** Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. *Effective Date.*** This Ordinance is effective after third and final reading. The Restated Agreement is effective on the later of (i) the effective date of this Ordinance or (ii) the Ordinance adopted by Fairfield County Council authorizing the Restated Agreement and confirming the Park and the Park's boundaries.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair of County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

---

Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading:            March 6, 2018  
Second Reading:        []  
Public Hearing:            []  
Third Reading:            [

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

[SEE ATTACHED]



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**AMENDED AND RESTATED MASTER AGREEMENT**

**GOVERNING THE**

**I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

**BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**FAIRFIELD COUNTY, SOUTH CAROLINA**

**DATED AS OF [ ], 2018**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
COLUMBIA, SOUTH CAROLINA  
803-253-8917**

## INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK (“PARK”) IS EXEMPT FROM *AD VALOREM* TAXES. THE OWNERS OR LESSEES OF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK ARE OBLIGATED INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO MAKE PAY AN AMOUNT EQUIVALENT TO THE TAXES OR OTHER IN-LIEU-OF PAYMENT THAT WOULD HAVE BEEN DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK EXCEPT FOR THE EXEMPTION PROVIDED BY THE STATE CONSTITUTION.

THE PAYMENTS DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK MAY BE LOWER THAN THE OTHERWISE PAYABLE *AD VALOREM* TAX IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE IN-LIEU-OF TAXES ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY OR IS THE BENEFICIARY OF A SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDIT. THEREFORE, WHEN PREPARING THE ANNUAL BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE ENSURE THAT ALL APPLICABLE INCENTIVES HAVE BEEN APPLIED AND CORRECTLY CALCULATED, INCLUDING THE USE OF A REDUCED ASSESSMENT RATIO AND ALTERNATE MILLAGE RATES.

ONCE A BILL HAS BEEN PAID BY AN OWNER OR LESSEE OF REAL OR PERSONAL PROPERTY LOCATED IN THE PARK, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE PAYMENTS ARE TO BE DISTRIBUTED BETWEEN RICHLAND AND FAIRFIELD COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES WITHIN EACH COUNTY. THE COUNTIES ARE PERMITTED BY LAW TO DISTRIBUTE THE PAYMENTS AMONG THE TAXING ENTITIES IN A MANNER AND PROPORTION DIFFERENT THAN THE *AD VALOREM* TAX REVENUES WOULD HAVE BEEN DISTRIBUTED IF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK WERE TAXABLE.

### QUICK REFERENCE GUIDE

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**THIS AMENDED AND RESTATED MASTER AGREEMENT**, (“*Agreement*”) made and entered into as of the [ ] day of [ ] 2018 (“*Effective Date*”) by and between Richland County, a political subdivision of the State of South Carolina (“*Richland*”); and Fairfield County, a political subdivision of the State of South Carolina (“*Fairfield*,” together with Richland, “*Counties*,” each, a “*County*”), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “*Act*”).

#### **RECITALS:**

**WHEREAS**, in accordance with the authority granted to the Counties by the Act and in order to promote the economic welfare of their citizens, the Counties created the I-77 Corridor Regional Industrial Park (the “*Park*”) and entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (“*Prior Agreement*”) which governed the operation of the Park; and

**WHEREAS**, the Counties desire to restate and amend the Prior Agreement in whole by entering into this Agreement; and

**WHEREAS**, the Counties further desire for this Agreement to govern the operation of the Park as of the Effective Date.

**NOW, THEREFORE**, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

#### **ARTICLE I PARK BOUNDARIES**

**Section 1.01. *Park Boundaries.*** The Park consists of two phases. Phase I consists of the real property identified on Exhibit A and all personal property located on such real property or otherwise identified on Exhibit A. Phase II consists of the real property identified in Exhibit B and all personal property located on such real property or otherwise identified on Exhibit B.

#### **Section 1.02. *Modification of Park Boundaries.***

(a) The Counties may enlarge the boundaries of the Park from time to time to include additional real or personal property. To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (“*Host County*”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. The Agreement is automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County (“*Companion County*”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the park, a description or identification of the property included in the Park, and a designation of the phase in which the Host County has located the additional property.

(b) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. The Agreement is automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(c) The Counties may relocate property included in the Park from one phase to the other phase from time to time. To move property from one phase to the other phase, the Host County shall adopt a resolution or ordinance authorizing the relocation of the property. The Agreement is automatically amended to reflect the relocation of property from one phase to the other without further action by the governing bodies of either County on delivery of written notice to the Companion County of the relocation of property from one phase to the other phase. The written notice shall include a copy of the resolution or ordinance authorizing the relocation of the property and a description or identification of the property relocated from one phase to the other.

(d) Each County shall annually update Exhibit A and Exhibit B to reflect the inclusion, removal from or relocation of any property in the Park for which the County is the Host County and deliver the updates to the Exhibits to the Companion County in accordance with Section 3.04 of this Agreement. The initial Exhibit A and Exhibit B attached to this Agreement reflect the property located in the Park as of [ ].

## ARTICLE II TAX STATUS; PAYMENTS IN-LIEU-OF TAXES

**Section 2.01. *Constitutional Exemption from Taxation.*** The Counties acknowledge that under the provisions of the Act, all real and personal property located in the Park is exempt from all *ad valorem* taxation.

### **Section 2.02. *Payment in-Lieu-of Taxes.***

(a) The owners or lessees of any property situated in the Park shall pay an amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of such property within the Park (“**PILOT**”).

(b) The amount of the annual PILOT may be reduced if the owner or lessee of property located in the Park (i) has negotiated a fee in-lieu-of taxes arrangement with respect to the property with the Host County pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law, or (ii) receives a special source revenue or infrastructure credit with respect to the property under the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), “**Negotiated PILOT**”). In either case, the terms of the agreement between the owner or lessee of the property and the Host County with respect to the Negotiated PILOT governs the calculation of the annual PILOT due with respect to the property located in the Park.

## ARTICLE III SHARING OF EXPENSES AND REVENUES OF THE PARK

**Section 3.01. *Expense Sharing.*** The Counties shall share the expenses relating to the Park, which may include expenses relating to the development, operation, maintenance and promotion of the Park. For the property comprising the Park for which Fairfield is the Host County, Fairfield shall bear 100% of the expenses of such portion of the Park. For the property comprising the Park for which Richland is the Host County, Richland shall bear 100% of the expenses of such portion of the Park. The Counties shall negotiate on a case-by-case basis the sharing of any other expenses that may arise from the Park.

### **Section 3.02. *Revenue Sharing Between Richland and Fairfield.***

(a) The Counties shall share all of the revenues received from the PILOT or Negotiated PILOT due with respect to the real and personal property located in the Park (“**Revenues**”).

(b) With respect to Phase I of the Park: (i) for Revenues received from property for which Fairfield is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall remit 5% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 5% of such Revenues remaining to Fairfield as the Companion County.

(c) With respect to Phase II of the Park: (i) for Revenues received from property for which Fairfield, the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall 1% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 1% of such Revenues remaining to Fairfield as the Companion County.

**Section 3.03. Distribution of Revenues Within Each County.**

(a) For Revenues received as the Companion County pursuant to Sections 3.02(a) and (b) above (“**Companion County Revenues**”), Fairfield elects to retain all of the Companion County Revenues and Richland elects to deposit all of the Companion County Revenues in the “Richland County Industrial Park Fund” (“**Fund**”).

(b) For the Revenues received as Host County and remaining after distribution to the Companion County pursuant to Section 3.02(a) and (b) above (“**Residual Host Revenues**”), Fairfield elects to retain the Residual Host Revenues and Richland elects to distribute the Residual Host Revenues as follows:

(i) for Residual Host Revenues received from real and personal property located in the Pineview Industrial Park, as designated on Schedule I to this Agreement (“**Pineview Property**”):

**FIRST** 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;

**SECOND** 10% of the Residual Host Revenues shall be remitted to the City of Columbia (“**City**”) as payment for providing water and sewer services to the Pineview Property in accordance with the terms of the Intergovernmental Agreement dated as of May 26, 2015, between the City and Richland; and

**THIRD** the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according millage, to the taxing entities, including Richland, that would otherwise, at the time the Pineview Property was included in the Park, be eligible to levy millage on the Pineview Property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro-rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(ii) for all other Residual Host Revenues:

**FIRST** 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;

**SECOND** the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according millage, to the taxing entities, including Richland, that would otherwise, at the time the property was included in the Park, be eligible to levy millage on the property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(c) Either County may unilaterally amend the distribution scheme applicable to its Residual Host Revenues by adopting a resolution or ordinance authorizing the amendment. The Agreement is automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, commencing July 15, 2018, each County shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time. The report shall also include the annual updates to the Exhibits described in Section 1.02(d).

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.01. Jobs Tax Credit Enhancement.** Business enterprises locating in the Park are entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. Assessed Valuation.** For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the Counties and to each of the taxing entities within the Counties must be identical to the percentage of Revenues and Residual Host Revenues received by each County and taxing entity in the preceding fiscal year.

**Section 4.03. Records.** Each Host County covenants and agrees that, on request by the Companion County, the Host County will provide copies of the records of the annual levy, bills and Revenues for the property located in the Park for which it is the Host County as such records became available in the normal course of the Host County's procedures.

**Section 4.04. Applicable Law.** In order to avoid any conflict of laws or ordinances between the Counties, the ordinances of the Host County will be the applicable regulations or laws governing the property comprising the Park for which such County is the Host County. Nothing herein shall be construed to supersede any state or federal law or regulation. The Host County may adopt restrictive covenants and land use requirements with respect to the property comprising the Park for which such County is the Host County. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

**Section 4.05. *Consent by the City and Other Municipalities.*** In accordance with the Act, the City, by City Ordinance No. [ ], has consented to the location of the property within the City's geographical boundaries in the Park as described on the Exhibits as of the Effective Date. In connection with the enlargement of the Park's boundaries pursuant to Section 1.02(a), the Host County shall obtain the consent of a municipality prior to locating any property in the Park that is situated within such municipality's geographical boundaries.

**Section 4.06. *Law Enforcement.*** The Sheriff's Department for the Host County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in the Host County and fire, sewer, water and EMS service for the property comprising the Park for which such County is the Host County will be provided by the applicable service district or other political unit within the Host County.

**Section 4.07. *Binding Effect of Agreement.*** This Agreement serves as a written instrument, which is binding upon the signatory parties.

**Section 4.08. *Severability.*** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**Section 4.09. *Complete Agreement: Amendment.*** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendments provided for in Article I and Section 3.03(c) above, this Agreement may be amended on the adoption of an ordinance by the governing bodies of Richland and Fairfield.

**Section 4.10. *Counterpart Execution.*** This Agreement may be executed in multiple counterparts.

**Section 4.11. *Termination.*** Notwithstanding any provision of this Agreement to the contrary, Fairfield and Richland agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.



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

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk to County Council

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk to County Council

**EXHIBIT B**  
**REAL AND PERSONAL PROPERTY LOCATED IN THE PARK**

[SEE ATTACHED]

**PHASE I - RICHLAND COUNTY**

<b>COMPANY NAME</b>	<b>TAX MAP NUMBER</b>	<b>COUNTY</b>
2T Properties, LLC <b>(Real)</b> Thermal Technologies, Inc. <b>(Personal)</b>	14900-01-20	Richland
5 Tech LLC <b>(Real)</b> Colite Internal Enterprise LLC <b>(Personal)</b>	17200-02-15	Richland
AEB Business Properties, LLC <b>(Real)</b> Buck Enterprises LLC <b>(Personal)</b>	14900-01-34	Richland
ADF South Carolina <b>(Real)</b> (SMI Owen) Praxair Inc <b>(Personal)</b>	13605-01-01; 13606-01-05	Richland
Amcor Rigid Plastics <b>(Real)</b> Exeter 1080 Jenkins Bros. Exeter Property Group, L.P. PCO Carolina Pines <b>(Real)</b> Bauch & Lomb Inc <b>(Personal)</b> Coca Cola Company <b>(Personal)</b>	17600-02-38; 17600-01-21	Richland
Arum Composites, LLC	15000-02-27	Richland
Avantech, Inc. (Tenant) <b>(Personal)</b> 2050 American Italian Way, LLC (Landlord) (Real Property Only)	19000-05-06	Richland
Belk, Inc. <b>(Real/Personal)</b> CK Columbia #1 (2000) <b>(Real)</b>	17600-01-22	Richland
Blue Cross/Blue Shield (1999)	14400-02-06; 14400-02-08; 25600-04-12	Richland
Bose Corporation (1994 & 1996)	17500-02-17	Richland
Broad River Silagi LLC Broad River Commons (formerly APAC)	07403-04-07	Richland
Carolina Ceramics (1999)	22804-05-06	Richland
Century Realty LLC (formerly PMSC/Mynd)	14900-02-01	Richland
Coca-Cola Bottling Co.	14900-01-18; 14900-01-28	Richland
Cohn and Cohn Investment LLC (formerly SMI-Owen)	13511-03-04	Richland
Con Agra (formerly American Italian Pasta Company)	19000-05-03, 19000-05-04, 19000-05-09, 19000-05-10	Richland
Consolidated Systems, Inc. (STAGE II) <b>(Personal)</b> Consys SC QRS 16 66 Inc <b>(Real)</b>	11100-01-01; 11100-01-03	Richland
Constantia Hueck Foils, Inc.	14900-01-26	Richland
Corcoran Cola LLC Corcoran Corp. (formerly IKON/Computer Group)	17200-02-21	Richland
ET Columbia ENG LLC	14500-03-11	Richland
FDRL, LLC <b>(Real)</b> (formerly SMI-Owen) Rhythmlink International LLC <b>(Personal)</b>	13511-03-05 <b>(R)</b>	Richland
Forum Development LLC (formerly SMI-Owen)	13511-03-02	Richland
Hengshi USA	16305-02-07	Richland
Intertape Polymer Corp. <b>(formerly: 1091 Carolina Pines property)</b>	17600-01-17	Richland

KEMIRA FinnChem USA Inc.	40900-01-07, 40900-01-08	Richland
Koyo Corporation of USA (1994) (JTEKT)	14900-01-16	Richland
Mars Petcare US, Inc. CLF Columbia LLC	16200-06-01, 19000-05-07	Richland
NAAR Family Partnership <b>(formerly: Carribbits Incorporated)</b>	25800-07-06	Richland
Navistar/ Pure Power Technologies LLC	14900-01-29; 14900-01-30; 14500-03-06	Richland
North Columbia Ventures, LLC	14900-01-19	Richland
Empire Golf Management LLC <b>(formerly: Northwoods Group, Inc)</b>	14500-02-20; 14500-03-05	Richland
Patterson, Vance M. <b>(Real)</b> Patterson Fan Company Inc <b>(Personal)</b>	14900-01-22	Richland
Premium Site Properties, LLC	14500-03-10, 14400-02-03	Richland
Richland County	14900-01-02	Richland
Primary Health Care Association	17200-02-19	Richland
Pure Fishing Inc.	17200-02-23	Richland
SCRA (formerly: Indus Utility Systems Inc.)	17200-02-11; 17200-02-27	Richland
Select Comfort (1997) <b>(Personal)</b> Blind John LLC <b>(Real)</b>	04000-05-18	Richland
Sjolund Properties, LLC <b>(Real)</b> Sjolund CNC LLC <b>(Personal)</b> Sjolund Enterprises Inc <b>(Personal)</b>	14900-01-21	Richland
South Carolina School Boards	14500-03-09	Richland
Spartan SC LLC (formerly SMI-Owen)	13511-03-03	Richland
Spirax Sarco Inc.	14900-01-27, 14900-01-32	Richland
State Media	11209-02-12	Richland
Store Capital Acquisitions LLC	17200-02-18	Richland
T&N Enterprise (formerly Modine Manufacturing)	14900-01-23	Richland
TRC Propco & Ritedose Corp.	17200-02-20; 17200-02-25	Richland
Tyson Prepared Food, Inc. (formerly KPR Holdings & Iowa Beef Products, Inc)	13602-02-03, 13602-02-02	Richland
Unumprovident (UNUM/Colonial Life)	07303-04-02A	Richland
Woodbridge Investments LP	14900-01-01	Richland

**PHASE I - FAIRFIELD COUNTY**

<b>COMPANY NAME</b>	<b>TAX MAP NUMBER</b>	<b>COUNTY</b>
Baldwin	200-00-00-006-000	Fairfield
(Natural Area)*	214-00-00-033-000	Fairfield
(Vacant tract)	200-00-00-007-000	Fairfield
Gividi USA Inc.	200-00-00-073-000	Fairfield
Lang-Mekra North America LLC	200-00-00-063-000	Fairfield
Makat USA	200-00-00-009-000	Fairfield
Mars Laminate Systems Corp.	214-00-00-032-000	Fairfield
Metal & Wire Products	200-00-00-065-000	Fairfield
Michelin North America Inc.	151-00-00-015-000	Fairfield

**PHASE II - RICHLAND COUNTY**

COMPANY NAME	TAX MAP NUMBER	COUNTY
209 Stoneridge Drive	07212-03-06	Richland
3130 Bluff Road, LLC (Real)	13507-04-01	Richland
Spirax Sarco, Inc. (ALD Thermal Treatment, Inc.)	17600-01-25	Richland
Affiliated Computer Services	14900-02-18	Richland
Alimex (Personal)	16202-03-03	Richland
American Spiralweld Pipe Company	19000-05-08	Richland
Blue Atlantic Columbia, LLC	11406-13-03, 11406-13-04; 11406-13-01; 11406-13-02	
Blue Cross/Blue Shield (2000)	19809-01-01, 19708-03-01	Richland
Bottling Group, LLC	11814-01-05; 11814-01-04; 11814-01-07; 11814-01-02; 11814-01-08	Richland
Browning Office Investment, LP	06013-01-25	Richland
Charter NEX	17600-01-33 (portion)	Richland
Cellco Partnership & VW12 Columbia SC LLC (Personal) (Gladstone Commercial) (Real) (Verizon)	25700-05-01	Richland
Century Capital Group, LLC (formerly Verizon Wireless/Bell Atlantic)	14005-08-02	Richland
CD/Park 7 Columbia SC Owner LLC	08914-16-02	Richland
CD Park 7 Columbia SC High Rise Owner LLC	08916-09-07; 08916-09-08, 08916-09-09, 08916-09-10	Richland
China Jushi USA Corporation	16200-03-01; 16209-01-01; 16200-03-20	Richland
Dayton Rogers of South Carolina, LLC LBE Two, LLC	13512-03-01	Richland
Dominion Carolina Gas Transmission, LLC	07309-02-06	Richland
FedEx Ground Packaging System, Inc.	16202-01-02	Richland
Forest Hills Partners, LP	25800-01-07	Richland
Garner's Ferry Development Co. (Farmer's Market Site)	18900-01-01	Richland
Gerald L. Stimple	25800-01-01	Richland
Icon Columbia SC LLC		Richland
International Paper, Inc.	41300-01-03; 39000-04-01; 41400-01-01	Richland
John R. Jordan and Cecily J. Cobb (Farmer's Market Site)	16200-03-02	Richland
Kirco Carolina Pines, Inc.	17600-01-34;	Richland
Koyo Corporation of USA	15005-01-02	
McEntire Limited Partnership, McEntire Produce, R.C. McEntire Trucking, Inc.	19000-05-05	Richland
Metso Mineral	22910-01-02	Richland
Midlands Technical College	14500-02-24	Richland
Pineview 48	16200-06-03	Richland
PTI Plastic & Rubber Gasket Inc.	25800-07-08	Richland
Recreation Property (name of Richland County)	17300-02-10; 17300-02-33	Richland
Richland County (Pineview Site)	16100-02-20, 16100-02-02, 16100-02-04; 16100-03-17; 16100-02-16; 16100-03-05	Richland
Richland County (Carolina Pines Site)	17600-01-33 (Portion)	Richland

Seibels Services Group, Inc.	11402-12-14	Richland
Sensor Electronic Technology, Inc.	16306-07-03	Richland
South Pills, LLC <b>(Real)</b> South University <b>(Personal)</b>	17200-02-24 <b>(Real)</b>	Richland
Spirit SPE Columbia, LLC (formerly Verizon Wireless/Bell Atlantic Mobile)	13908-04-36	
SYSCO Food Services	19000-01-01	Richland
Trane U.S., Inc. (American Standard, Inc.)	17400-09-13; 17400-09-14	Richland
Trea Greene Crossing, LLC	08915-14-05, 08915-14-03, 08914-13-02, 08914-13-03, 08915-13-02, 08915-13-07, 08915-13-06, 08915-13-01; 08915-14-02	Richland
Vulcan Construction Materials, L.P.	08814-01-07; 08716-01-01 08716-01-06; 08814-01-01 08814-01-03; 08814-01-04 08814-01-06; 08814-02-05 08814-02-06; 08814-02-07; 08814-02-09; 08814-02-10; 08815-02-13; 08815-02-14; 08815-03-01; 08815-03-08; 08815-03-09; 08815-03-10; 08815-03-11; 08815-03-12; 08815-03-13; 08815-03-14; 08815-04-10; 08815-05-01; 08815-06-01; 08816-10-04; 11201-02-16; 11202-17-07; 11202-17-09; 06500-01-03; 06500-01-13; 90000-18-01	Richland
Westinghouse Electric Company, LLC	18600-01-02	Richland
WNS Global Services, Inc. (State Record Company, Inc.)	11209-02-12	Richland
Woodbridge Investments LP	14900-01-33	Richland

**PHASE II - FAIRFIELD COUNTY**

<b>COMPANY NAME</b>	<b>TAX MAP NUMBER</b>	<b>COUNTY</b>
AEC Pellet 1 USA LLC	071-04-02-016-000; 071-00-00-027; 071-00-00-028; 071-00-00-029	Fairfield
Bomag Amercias, Inc.	184-00-00-096-000, 184-00-00-060-000	Fairfield
Element TV, LP		Fairfield
Elite ES, LLC	184-00-00-071-000 (portion)	Fairfield
Enor Corporation Enor Corporation SC, LLC	145-03-02-015-000	Fairfield
Guardian Fiberglass, Inc.	164-00-00-002-000	Fairfield
Primesouth, Inc.	184-00-00-071-000 (portion)	Fairfield
Wilburn Enterprises, LLC	077-00-00-002	Fairfield



## Richland County Council Request for Action

**Subject:**

Council Motion: Move to review the existing "cat" ordinance and remove the last sentence of the ordinance. [Pearce]

**Notes:**

February 27, 2018 – The committee forwarded this item without a recommendation.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## **February 27, 2018 D&S Committee Companion Document**

### **Agenda Item**

Council Motion: Move to review the existing “cat” ordinance and remove the last sentence of the ordinance

### **Background**

This item was considered by the Committee during its January 9, 2018 Committee meeting. During the meeting deliberations, the Committee voted to hold this item in Committee and requested representatives from Pawmetto Lifeline attend the next Committee meeting with any data related to this matter and be available to answer questions.

As directed, staff contacted Pawmetto Lifeline. Pawmetto Lifeline CEO Denise Wilkinson accepted the invitation to attend the February 27, 2018 Committee meeting.



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

**Development & Services Committee Meeting  
January 9, 2018  
Briefing Document**

**Agenda Item**

Move to review the existing "cat" ordinance and remove the last sentence of the ordinance

**Background / Discussion:**

During its December 12, 2017 meeting deliberations, Councilman Pearce brought forth a motion to review the County's Community Cat ordinance and remove the last sentence of the ordinance.

Attached is the County's Community Cat ordinance.

**Fiscal Impact**

None at this time.

**Past Legislative Actions**

None related to this motion.

**Alternatives**

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed.

**Staff Recommendation:**

None as this matter is a Council motion. Staff will proceed as directed.

**Proposed by:** Councilman Gregory Pearce **Date:** December 12, 2017

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

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

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

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

**CHAPTER 5: ANIMALS AND FOWL**

**Sec. 5-1. Definitions.**

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

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

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

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

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

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

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

*Community Cat*, also call "free roaming cat", shall mean a domestic cat that lives outdoors full-time, has little or no human contact, is not well socialized to humans, and has no known owner.

Pets, house cats which are outside periodically, and stray cats (lost or abandoned house pets) are specifically excluded from this definition.

*Dangerous or vicious animal* shall mean:

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

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

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

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

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

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

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

*Owner* shall mean any person who:

(1) Has a property right in an animal;

(2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or

(3) Permits an animal to remain on or about any premises occupied by him or her.

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

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

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

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

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

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

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

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

(c) The Animal Care Department shall annually provide a sufficient number of durable tags suitable for pets, numbered from one (1) upwards, on which shall be stamped the year and the words "pet license." Such tags must be worn by all pets in the county at all times.

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

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

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

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

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

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

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

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

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

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

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

(6) License application should be made prior to any litter being delivered.

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

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

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

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

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

(a) The following classifications of owners of pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their pet and will pay the same license fee as required for sterilized pets:

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

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

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

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

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

### **Sec. 5-4. Community Cat Diversion Program**

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

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

(c) *Procedures.*

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

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



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

(3) Any Community Cat entering the Program shall be returned on the third day after spay/neutering or as soon as practicable thereafter to the area where it was trapped or seized. Any Community Cat which meets all the requirements in section (c)(1), above, that is trapped, seized, or brought to the animal care facility may be immediately returned to the same community, unless the property owner or caretaker requests the cat not be returned to that location.

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

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

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

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

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

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

#### **Sec. 5-6. Removal of excrement.**

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

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

Anyone striking a domestic animal with a motor vehicle or bicycle shall notify the county Animal Care Department who will then take action necessary to make proper disposition of the animal. Any domestic animal received by the animal care facility in critical condition from wounds,

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

#### **Sec. 5-8. Nuisance animals.**

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

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

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

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

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

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

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

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

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

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

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

**Sec. 5-9. Animal care, generally.**

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

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

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

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

**Sec. 5-10. Sale of animals.**

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

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

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

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

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

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

(a) If the owner does not give permission, the Animal Care Officer may obtain a search warrant to enter any premises upon which it is suspected a violation of this chapter exists. Once upon the premises, the officer may examine such animal and may take immediate custody of the animal when, in his or her opinion, it requires removal from the premises for the immediate protection of the animal or the public, and shall issue a uniform ordinance summons to the owner. If an Animal

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

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

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

### **Sec. 5-13. Impounding; surrender.**

(a) Any animal found within the unincorporated area of the county in violation of the provisions of this chapter may be caught and impounded by county authorities. If an animal cannot be caught in a safe, efficient manner, animal care personnel may tranquilize the animal by use of a tranquilizer gun. The Animal Care Department may, thereafter, make available for adoption or humanely destroy impounded animals which are not positively identifiable and not redeemed within five (5) business days. Except as provided in subsection (f), below, animals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee, in agreement with a licensed veterinarian, to constitute a danger to other animals or persons at the

facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

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

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

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

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

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

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

(f) Any animal that has been determined by the Animal Care Department to be a dangerous or vicious animal, and is not properly confined as described in Section 5-16(c), below, or is otherwise in violation of this chapter, may be impounded by the Animal Care Department. Such animals shall not be euthanized unless the owner has surrendered the animal to the animal care facility and has completed and signed a surrender form or until a final uniform ordinance summons proceeding (criminal proceeding) is held before an appropriate magistrate and the magistrate has determined that the animal should be euthanized.

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

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

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

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

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

#### **Sec. 5-14. Redemption.**

(a) The owner or keeper of any animal that has been impounded under the provisions of this chapter, and which has not been determined by the Animal Care Department to be dangerous or vicious, shall have the right to redeem such pet at any time within the legal detention period

outlined in Section 5-13 upon payment of all fees established and required by the Animal Care Facility. No pet will be released without proof of inoculation and without an implanted microchip.

(b) No fertile pet shall be redeemed unless one of the exceptions Section 5-3(a) has been met. The requirement that a pet must be spayed or neutered before being redeemed shall not be waived pursuant to the exceptions in Section 5-3 (a) if the animal has been impounded more than once for a violation of this chapter. In such instances, the pet shall be spayed or neutered by the animal care facility and the costs of such shall be added to all other required redemption fees.

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

#### **Sec. 5-15. Adoption.**

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

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

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

#### **Sec. 5-16. Prohibited; exceptions.**

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

1. Nondomestic member of the family felidae;
2. Wolf-dog hybrid containing any percentage of wolf;
3. Badger, wolverine, weasel, skunk and mink;
4. Raccoon;
5. Bear;
6. Nonhuman primate to include ape, monkey, baboon, macaque, lemur, marmoset, tamarin and other species of the order primates;
7. Bat;

8. Alligator, crocodile and caiman;
9. Scorpion;
10. Constricting snake of the following species: reticulated python, python reticulatus; Burmese/Indian rock python, python molurus; rock python, python sebae, and anaconda, eunectes murinus;
11. Venomous reptile;
12. Any snake or other animal where the animal's behavior, size, temperament, breed, or capacity for inflicting serious injury is or may be detrimental to the safety and welfare of citizens in the immediate surrounding area;
13. Any lizard over two feet which is a member of the family varanidae;
14. Any non-domesticated member of the order Carnivora;
15. Any wild or feral animal; or
16. Any animal of mixed domestication and feral lineage.

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

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

(d) The prohibition contained in subsections (a), and (b) above, shall not apply in the following circumstances:

- (1) The keeping of such animals in a public zoo, bona fide education or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study;
- (2) The keeping of such animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show, properly licensed and permitted by state and local law;
- (3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;



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

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

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

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

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

**Sec. 5-19. Penalties.**

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

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

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

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

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

RICHLAND COUNTY COUNCIL

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

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

\_\_\_\_\_

Michelle Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:        April 4, 2017  
Second Reading:     April 18, 2017  
Public Hearing:        May 2, 2017  
Third Reading:        May 2, 2017

## Richland County Council Request for Action

**Subject:**

Approval of Contractor Change Order for Dawson Pond repair project

**Notes:**

February 27, 2018 - The committee recommended Council approve the change order request from Corley Construction in the amount of \$34,978.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## **February 27, 2018 A&F Committee Briefing Document Approval of Contractor Change Order for Dawson Pond repair project**

### **Agenda Item**

Approval of Contractor Change Order for Dawson Pond repair project.

### **Background**

During the course of making the repairs to Dawson Pond, the contractor (Corley Construction) had to perform extra work that was not originally identified as part of the bid. An area map of the project is included as an attachment.

The first item was the installation of Link Seal around the outlet structures. This was recommended by the Engineering Consultant to provide a better connection at inlet pipe to the pond outlet structure.

The second item was additional clay material needed to construct the clay cores of the dam. The estimate in the base bid was based on the limited geotechnical information available and the depth to the confining layer was deeper in some areas than the geotechnical report data included.

Finally, the upper dam had additional, subsequent damage by the 2015 flood that was not included in the original bid estimate which was prepared in 2014.

The Department of Public Works (DPW) Engineering staff has reviewed the attached Change Order and concurs with its accuracy. The total amount for the Change Order is \$34,978 which breaks down to \$33,748 for the clay fill material and \$1,230 for the Link Seal.

Because the Change Order value exceeds 10% of the original project amount (\$319,808), County Council approval is required.

The proposed Change Order has also been reviewed by our project engineering consultant, Chao and Associates, and they recommend approval.

### **Issues**

There are no other issues.

### **Fiscal Impact**

The Change Order amount of \$34,978 will be paid from project contingency funds included in the project Purchase Order (PO).

**Past Legislative Actions**

None

**Alternatives**

1. Approve the Change Order request above from Corley Construction in the amount of \$34,978.

Or,

2. Do not approve the Change Order request from Corley Construction.

**Staff Recommendation**

It is recommended that Council approve the Change Order request in the amount of \$34,978.

**Submitted by:** Procurement Director

**Date:** February 1, 2018











**WATERWORKS**  
 166 PONTIAC BUSINESS CENTER DR  
 ELGIN, SC 29045-9171

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0450948	\$420.12	15123	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #950  
 REMIT TO:  
 P O BOX 100286  
 ATLANTA, GA 30384-0286

Please contact with Questions: 803-462-0860

**SHIP TO:**

13884 1 MB 0.423 E0122X 10203 02861101467 S2 P4654856 0001:0001



**COUNTER PICK UP**  
 166 PONTIAC BUSINESS CENTER DR  
 ELGIN, SC 29045-9171



CORLEY CONSTRUCTION LLC  
 DAWSON POND DAMN REPAIR  
 360 FIRETOWER RD  
 IRMO SC 29063-9441

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
950	950	SC2160	LINK SEAL	RWK	DAWSON POND DAMN REPAIR	09/20/17	10 34508
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
9	9	PLS675S	LINK SEAL W/ SS NUT & BLT	38.000	EA	324.00	
			INVOICE SUB-TOTAL			324.00	
			FREIGHT			66.00	
			TAX	Columbia		31.12	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

Our thoughts are with those affected by our most recent natural disasters. For storm clean up and preparation products, please call our special products hotline at (888) 334-0004.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$420.12
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at [http://wolsonayna.com/terms\\_conditions@sale.html](http://wolsonayna.com/terms_conditions@sale.html)



186 PONTIAC BUSINESS CENTER DR  
ELGIN, SC 29046-9171

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0445310	\$655.12	15123	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #860  
REMIT TO:  
P O BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 803-462-0880

12205 1 MR 0.423 R0110X 10187 02898173185 82 P/186161 00010002



CORLEY CONSTRUCTION LLC  
DAWSON POND DAMN REPAIR  
380 FIRE TOWER RD  
IRMO SC 29063-9441


SHIP TO:

COUNTER PICK UP  
186 PONTIAC BUSINESS CENTER DR  
ELGIN, SC 29046-9171

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
950	950	SC2160	LINK SEAL	RWK	DAWSON POND DAMN REPAIR	07/27/17	1034204
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
14	14	PL86005	LINK SEAL W/ 89 NUT & BLT	31.000	EA	434.00	
			INVOICE SUB-TOTAL			434.00	
			FREIGHT			50.00	
			TAX	Columbia		41.12	
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							

*Handwritten signature/initials*

**Go Paperless - Upgrade to Email Delivery!**  
 You'll receive one email per day with all your Invoices attached as a PDF. Contact us with your email address today.  
 Call us at the number above to switch to email delivery today!



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$655.12
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at [http://woiseleyna.com/terms\\_conditionsSale.html](http://woiseleyna.com/terms_conditionsSale.html)



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Britton L. All

Home Address: 3411 Abingdon Road Columbia, SC 29203

Telephone: (home) (803) 522-1875 (work) (803) 497-7290

Office Address: 5623 Two Notch Road Columbia, SC 29203

Email Address: ALLBRITTONL@GMAIL.COM

Educational Background: B.S. Economics, Clemson 2006, Juris Doctorate, University of Alabama School of Law, 2009

Professional Background (Must be one): CPA [X] Attorney [X] Business person [X]

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

Name of Committee in which interested: Business Service Center Appeals Board

Reason for interest: To ensure community enrichment, both business & residential.

Experience in impact of unlawful business operation via my work at RCSD motivated to lend my expertise to limit manipulation of BSC & ensure compliance with County Code. Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

(A resume is also requested.) See resume Public service career with focus on County level.

Knowledgeable on state & local law, experience in judiciary & legislation.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? No

Recommended by Council Member(s), if any: No

Hours willing to commit each month: 5-10

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board 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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

**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 board? Yes  No

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

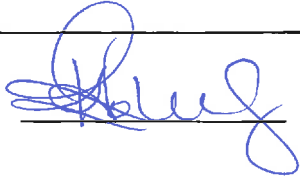
  
Applicant's Signature

1/22/18  
Date

For more information about the Business Service Center Appeals Board, please e-mail [bsc@rcgov.us](mailto:bsc@rcgov.us) or call 576-2287.

Applications are current for one year.

**Please return applications to:**  
**Richland County**  
**Clerk of Council's Office**  
**Post Office Box 192**  
**Columbia, SC 29202**

<b>Staff Use Only</b>	
Date Received: <u>1-22-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

# BRITTON ALL

3411 Abingdon Road, Columbia, South Carolina 29203 ♦ 803.497.7290 ♦ allbrittonl@gmail.com

♦ Licensed in South Carolina ♦

## EDUCATION

### University of Alabama School of Law

Tuscaloosa, AL

Juris Doctorate, May 2009

- Full Tuition three-year Academic Scholarship
- Alabama Bar "Third Year Student Practice Card"
- Domestic Violence Clinic, Acting Student Attorney
- Australian National University, Study Abroad in Comparative International Law, Summer 2007
- IRS-Certified Save First Return Preparer, Volunteer
- Phi Delta Phi Legal Honor Society
- Dorbin Society, Charity Auction Committee Member
- Student Bar Association
- Law School Homecoming Committee
- Farrah Law Society

### Clemson University

Clemson, SC

B.S. Economics, May 2006

- *Cum Laude* Honors, GPA: 3.55
- Palmetto Fellows Scholarship
- Clemson Trustees Scholarship
- Calhoun Honors College
- Omicron Delta Epsilon, National Economics Majors' Honor Society
- National Society of Collegiate Scholars
- Alpha Lambda Delta Honor Society
- Alpha Delta Pi Sorority
- The Tiger Student Newspaper, Staff Writer
- 2nd Place Award winner in the Arts and Entertainment Story Category of South Carolina Press Association Collegiate Division
- Who's Who Among Students in American Colleges and Universities
- Greenville, SC Ronald McDonald House, Volunteer

## EXPERIENCE

### Richland County Sheriff's Department

Columbia, SC

*Chief Legal Counsel*, May 2015 – Present

- Serve as primary legal advisor for the Chief officer of largest local law enforcement agency in the state, consisting of over 750 sworn officers, for Richland County, population (est.) 800,000.
- Be available 24/7 to guide Sheriff and deputies through rapidly evolving criminal, civil, and domestic situations as well as on a daily basis for a variety of internal agency issues, including contracts, internal policy, real estate, probate, County Code enforcement, tort law, and Criminal Procedure compliance.
- Represent the Sheriff in all civil actions brought against him, the agency, and/or employees acting on his behalf in both state and federal court.
- Work closely with other state, County, municipal, and federal departments to further the objectives of the Sheriff within applicable legal constraints.

### South Carolina Fifth Judicial Circuit Solicitor's Office

Columbia, SC

*Assistant Solicitor/Chief White Collar Crimes*, August 2010 – Present

- Prosecute criminal cases in General Sessions Court in Richland and Kershaw Counties, including murder, violent crimes, drug offenses, property offenses, and weapons offenses, and handle as needed in Magistrate and Family Court.
- Maintain prosecution of high caseload of between 300 and 400 warrants and consistent top rankings for number of cases moved per quarter.
- Specialize in complex economic crimes, violent crimes, high profile victim crimes, and dense or uncommon statutes.
- Litigated at least fifteen jury trials without any Not Guilty verdicts in General Sessions. Most recent Guilty verdicts on 30 counts of Sexual Exploitation of a Minor based almost entirely on digital forensic evidence.
- Work closely on a daily basis with both local and federal law enforcement by providing constant access to work cell phone for advice and consultation on investigation, charging, case development, and litigation preparation, establishing relationships of respect and open communication.

## **The Honorable Doyet A. Early of the Second Judicial Circuit**

Bamberg, SC

*Law Clerk*, August 2009 – August 2010

- Managed and accompanied Chief Administrative Judge to Common Pleas and General Sessions Court, specially scheduled hearings, and emergent motions in Aiken, Barnwell, and Bamberg Counties.
- Provided research and legal guidance to Judge in all aspects of criminal and civil law, especially complex legal issues, holdings, and disposition of appeals.

## **Hubbard, Smith, McIlwain, Brakefield & Browder, P.C.**

Tuscaloosa, AL

*Legal Intern*, Summer and Fall 2007

- Assisted and conducted research for attorneys with civil litigation in federal and state courts, arbitration, and mediation proceedings regarding government officer and agency defense, business disputes, and appellate practice.

## **Security Federal Bank**

North Augusta, SC

*Bank Teller*, May 2004 – August 2006

- Full-time bank teller in branches throughout South Carolina during collegiate academic breaks after initial professional training course in May 2004.

## **SPECIAL APPOINTMENTS**

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- 2013 Prosecutor of the Year, Carolinas Chapter, International Association of Financial Crimes Investigators
- Computer Crimes, Digital Forensics, and Mobile Devices Specialist; National Computer Forensics Institute; special nomination by U.S. Secret Service and U.S. Homeland Security (1 of 25 prosecutors and district attorneys nationwide)
- Commission on Minority Affairs ad hoc Committee, 2017 Working Together Works Summit, appointee
- Columbia Relations Council Group, member (furthering good will between races within local community)
- S.C. Senate Committee on Judiciary, testified in support of H. 3248
- Federal Grant Prosecutor for Economic Crimes, 2014
- Midlands Financial Crimes Task Force, Appointed Prosecutor
- U.S. Attorney's Financial Crimes Task Force, Appointed Prosecutor
- Fifth Circuit Juvenile Drug Court, Staff Attorney
- DEA Diversion Drug Task Force, Appointed Prosecutor
- U.S. Secret Service Electronic Crimes Task Force, Special Prosecutor
- Carolina's Economic Crimes Investigator Group, Representative
- District 7750 Rotary Club Group Study Exchange to Japan (six week vocational exchange), 1 of 5 selected
- Presenter/Instructor for: South Carolina Commission on Prosecution Coordination; SC Summary Judge's Court Conference; S.C. Law Enforcement Officers' Association; Rotary Club; Columbia Police Department Citizens Police Academy; South Carolina Bar Association; SC Solicitors' Association; Palmetto Chapter Association of Certified Fraud Examiners & SC CPAs Fraud Conference; Midlands Financial Crimes Task Force; International Association of Financial Crimes Investigators.

## **LEGISLATION**

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Act 15 (R21, H.3248) of 2013 Financial Identity Fraud Bill amending S.C. Code §16-13-510.

April 2013

- Drafted and amended existing H 3248 regarding Financial Identity Fraud.
- Testified for amendments before the Senate Subcommittee on Judiciary.
- Lobbied for adoption of amendment in Senate and adoption of Senate version in the House of Representatives.
- Prepared all reference materials and comparison documents for both Assemblies and Governor Nikki Haley.
- Signed into law by Gov. Haley on April 24, 2013.

*References available upon request*



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: *Gregory S. Cunningham*  
Home Address: *16 Archdale Rd. Col. 29209*  
Telephone: (home) *647-7780* (work) *#807 0291 cell*  
Office Address:  
Email Address: *servantcham@gmail.com*  
Educational Background: *Post Graduate*  
Professional Background: *USAF Chaplain, Clergy*  
 Male  Female Age: 18-25  26-50  Over 50  
Name of Committee in which interested: *LRADAC*  
Reason for interest: *Substance abuse is a major problem in the community.*  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: *Community Leader*  
Presently serve on any County Committee, Board or Commission? *LRADAC*  
Any other information you wish to give?  
Recommended by Council Member(s): *Norman Jackson*  
Hours willing to commit each month: *10*

CONFLICT OF INTEREST POLICY

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

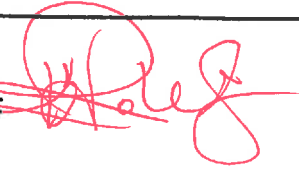
**Applications are current for one year.**

2

**Staff Use Only**

Date Received: 10-19-17

Received by:



Date Sent to Council:





APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Stephen M. Juszkiewicz
Home Address: 3107 Lincoln St Columbia, SC 29201
Telephone: (home) 803-206-3001 (work) 803-254-4806 ext. 114
Office Address: 1001 Idlewild Blvd Columbia, SC 29201
Email Address: SteveJ8100@yahoo.com
Educational Background: Some College
Professional Background: V.P. OF CONVENIENCE Stores (Corner Market Inc.)
Male [X] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [X]
Name of Committee in which interested: LEADAC
Reason for interest: Help in the Community for which I Live through my Life Experiences
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I Am A Recovering Alcoholic Looking to pass on what was freely given to me in my Road to Recovery
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: What is needed & can accommodate while maintaining a full time job.

CONFLICT OF INTEREST POLICY

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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.*

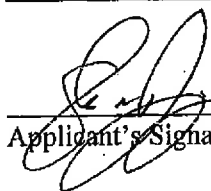
Yes \_\_\_\_\_ No X \_\_\_\_\_

### 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 \_\_\_\_\_

If so, describe: I Run A Convenience Store Company that is  
Shopped By LRA Inc FOR Potential Sale of Alcohol to  
MINORS.

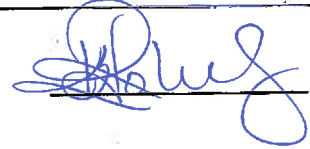
  
Applicant's Signature

1/16/18  
Date

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

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

**Applications are current for one year.**

Staff Use Only	
Date Received: <u>1-17-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



October 7, 2017

The Honorable Mrs. Joyce Dickerson, Chairperson  
Richland County Council  
2020 Hampton Street  
County Administration Building  
P.O. Box 192  
Columbia, SC 29202

Dear Councilwoman Dickerson:

On behalf of the Renaissance we would like to thank you and members of County Council for your previous investments to bridge the gap in funding in conjunction with Historical Tax and New Market Tax Credit to restore historic Bethel. However, the New Market Tax Credits are restricted to depressed communities and the building no longer fits the criteria because of the census track change, causing a \$3 million shortfall. Therefore, this letter serves as a formal request for additional funding for the restoration and transformation of Historical Bethel into a Cultural Arts Center in the amount of \$1.5 million. The Renaissance is very close to having the needed funds to begin construction on the much anticipated project. The financing will consist of funds already raised, Historic Tax Credit Equity in the amount of 2.4 million. This current funding mechanism is to be used for construction on historical buildings. Once we have the additional funding in place, the construction could begin within a couple of months.

The Historic Tax Credit program is not competitive, all buildings on the National Register are eligible for the credits, assuming they are renovated to National Park Service Historic Standards. The Foundation has completed and approved Part One and Part Two application to the National Park Service that determines eligibility. Once the renovation is completed, Part Three is submitted to the Park Service certifying that all of the costs were done in accordance with National Standards of Rehabilitation.

The building is centrally located and has merit to serve the Midland's needs for a 500-600 seats auditorium and Civil Rights Museum. Additionally, our Educational initiative Arts-in-Education/Edu-History Program has been implemented throughout Richland County. I have attached a copy of the Cultural Arts Center concept/proposal for your review and consideration. Our request for your consideration is to make this last critical investment of \$1.5m in to make this legacy project a reality. If you need additional information, please let me know. I can be reached at (803) 733-5634 or me on cell (803) 479-6039.

Sincerely,

Mary Skinner-Jones,  
Executive Director

CC: Councilman Paul Livingston

## *Ernest A. Finney, Jr. Civil Rights Museum and Performing Arts Auditorium*

### *Renaissance Cultural Arts Center at Historic Bethel*



#### ***Building History:***

*Historic Bethel Church* was built at 1528 Sumter Street in 1921 and was designed by John Anderson Lankford, the first registered African American Architect in the United States, known as the “Dean of Negro Architecture”. He established a reputation as a renowned architect around the country because of his usage of elegant stained glass windows and grand steeples. Additional credits of Lankford include a new process for developing blueprints and a process for steel welding. He also established one of the first black architectural firms in Washington D.C. Historic Bethel is only one of three monumental Romanesque structures designed by Lankford

remaining in South Carolina. The former church is on the National Historic Register, it is a designated National Heritage Tour Site and it is included in the National Underground Railroad Freedom Center’s permanent exhibition “Churches of the South”.

#### ***The Renaissance Foundation:***

##### **Project Facts**

**Total Project Cost:** \$8.5m

**Sources of Funding:** \$908k Federal HTC Equity, \$620k State HTC Equity, \$828k SC Abandoned Bldg. Total Tax Credit, \$2.4m

**Funding needed:** \$3m

**Job Creation Potential:** 20 temp 15 permanent

**Tourism Benefits:** 100,000 visitors, \$15m to state and local economy

**Use:** Cultural Center, Civil Rights Museum, Performing Arts Center

The Renaissance Foundation became a 501 © 3 non-profit in 2001. Its mission: to provide cultural diversity, outreach, resources, partnerships and initiatives within the community in order to bridge the gaps of disparities and to provide a platform to address these issues. Aligned *with the Foundation’s mission, the Cultural Arts Center is committed to embracing diversity in the arts and to preserving the history of our past for future generations*

#### ***Project Summary:***

The Renaissance Foundation has spent close to a million dollars stabilizing the building from years of deferred maintenance, and replacing and repairing the beautiful glass windows. Once restoration is complete the building will be a one-of-a-kind 600 seat performing arts facility and Chief Justice Ernest A. Finney Civil Rights Museum that will enhance Columbia City Center’s inventory of venues. The facility is centrally located in downtown Columbia in one of the state’s eight designated tourist destinations. It will offer a variety of events that will attract a diverse audience, thus adding to the economic vitality of downtown Columbia.

The first level will have the “**Chief Justice Ernest A. Finney Civil Rights Museum**” documenting the history of the South Carolina Civil Rights Movement, the Ecumenical African American Faith Community and the UBF South Carolina “Black Hall of Fame inductees. It will also have an Art Gallery to tell the African American story through the arts and a gift shop. The museum will be interactive emphasizing our living legends whose exhibits will be rotated quarterly. Partnerships have already been created for the implementation of Arts-in-Education/Edu-History Programs. The result will be an expansion of the cultural landscape for full participation by our young constituents in a global knowledge based economy.

The nation is relatively ignorant of the valuable contribution made by the citizens of South Carolina to the struggle for civil and human rights. In January 2013 the mayors of six southern cities agreed to plan to mark the 50<sup>th</sup> anniversary of the Civil rights Movement with commemorative events. Mayor William Bell of Birmingham, AL; Mayor Steve Benjamin of Columbia, South Carolina; Mayor Harvey Johnson, Mississippi; Mayor A.C. Warton, Jr. of Memphis, Tennessee; Mayor Vincent Gray of Washington, D.C; and Mayor George Patrick Evans of Selma, Alabama. The theme “Fifty Years Forward” using this moment to remember those who risked their lives for social justice and to highlight the progress made since the 1960. Columbia, South Carolina is the only city in the above mentioned that do not have a civil rights museum where the movement took place. The “Ernest A. Finney Civil Rights Museum” will fill that void and capture the rich history of the movement in South Carolina.

Listed below are a few of the many individuals who have made tremendous contributions to our great state. We have created our Arts-in-Education/Edu-History Program utilizing the art to tell the story. Core curriculum is and continue to be developed from their rich history.

- **James E. Clyburn** (US Congressman and current House Whip)
- **Ernest A. Finney, Jr.** (SC’s first black Supreme Court Judge)
- **Marian Wright Edelman** (Founder of Children’s Defense Fund)
- **Charles F. Bolden** (NASA astronaut and pilot on 2 successful missions in space)
- **Harvey Gantt** (1<sup>st</sup> African American to attend Clemson, 1<sup>st</sup> Black Mayor of Charlotte)
- **John Hurst Adams** (Congress of Black Churches Ecumenical Council)
- **Mary McLeod Bethune** (Founder of Bethune-Cookman College)
- **Cleveland Sellers** (Prominent figure in the” Orangeburg Massacre”)
- **Steve Morrison** (Attorney and Humanitarian)

The second level will encompass a hi-tech performing arts auditorium with 500 - 600 seats. The City of Columbia Arts Task Force identified a need for this type of facility and a comprehensive set of recommendations was incorporated into the design of this space. Currently there is no facility of this size that will accommodate the diverse cultural and entertainment entities in the City of Columbia.

The third level will house the Bell Tower of Spirituality and Healing Chapel, serving individuals families and patients from neighboring hospitals. In keeping with the historical significance of the building a permanent exhibit of African American doctors who served the area will be on display.

#### ***Economic Impacts:***

The Center will be a part of the continued revitalization in downtown Columbia. The stabilization phase economic impact prior to the actual restoration is 2.5 million. This included the creation of 76 construction jobs and over 14,000 attendees to our programs and events. Once the project is complete it is estimated to generate \$15,000,000 annually to the state’s economy. The total cost to restore and transform *historic* Bethel into a Cultural Arts Center including construction, exhibit development and endowment is \$8.5m.

Richland County is located in one of the state’s eight top tourist destinations and is one of five counties that received over \$100million in domestic travel expenditures in 2011 (\$551m in direct expenditures). It is also in the top five counties that have over 1,000 direct tourism jobs generated from domestic travelers in 2011 (6,000 jobs). The number one goal for the county is future growth, and this includes the County’s commitment to preserving our historic and cultural sites. This is why the City of Columbia and Richland County have committed to contributing \$1m to bridge the funding gap for Historical Credits. The State of South Carolina Tourism Action Plan called for “substantially increasing funds” for tourism initiatives, noting that tourism contributes to \$19.1 billion annually to the states gross product and over 10% of employment in the state is generated by tourism. There is

potential for the tourism industry to add over \$40 billion a year to the state gross product and facilities like this project will create yet another important destination for visitors to patronize.

### ***Cultural and Heritage Tourism***

The fastest growing segment of tourism is heritage tourism, and more specifically “geotourism”. It is defined as tourism that sustains or enhances the geographical character of the place being visited- its environment, culture aesthetics, heritage and the wellbeing of its residents. Traveling to experience the places and activities that authentically represent the stories and people of the past and present show a 13% upswing and visitors to these sites stay longer and spend more money than other kinds of tourists. The southeast region is recognized as the top destination area for African Americans and is noted for having some of the most visited tourist attractions and destinations in the United States. *The University of South Carolina’s SmartState Center of Economic Excellence in Tourism conducted a study on the economic impact of African American Tourists. Results: 2.4 Billion Dollar Economic Impact for South Carolina.*

Columbia is one of the state’s eight tourist destinations in South Carolina and this facility is perfectly suited to attract and serve a diverse audience and to offer a performing arts venue, which is absent from the cultural landscape. An important part of a revitalized capital city is one that offers visitors and tourists’ access to the performing arts and a historical museum. Heritage tourism, increasingly popular among African American middle class families, has transformed the “annual family vacation into a cultural history lesson. If the tourism industry plans on tapping into this valuable market, they must first understand the African American traveler. Furthermore, the southeast region is recognized as the top destination area for African Americans and is noted for having some of the most visited tourist attractions and destinations in the United States. The Center will play a pivotal role in connecting families with their historical roots while at the same time bridging a pathway for all to the present and future. Heritage tourism is, without a doubt, the driving force.

Although the nation is relatively ignorant of the valuable contribution made by the citizens of South Carolina to the struggle of civil and human rights. In January of 2013 the mayors of six southern cities agreed to plan to mark the 50th anniversary of the Civil Rights Movement with commemorative events. South Carolina, Mississippi, Tennessee, Selma and Birmingham Alabama, Washington DC. The Foundation played a pivotal role in the Columbia 63 celebration. The theme “Fifty Years Forward” using this moment to remember those who risked their lives for social justice and to highlight the progress made since the 1960. Columbia SC is the only city in the above aforementioned that does not have a facility that depicts the Civil Rights Movement. The Ernest A. “Finney Civil Rights Museum” will fill that void and capture the rich history of the movement in SC.

In 2013 research conducted by TravelEffect one of America’s largest industries (2013 data) the industry generated \$2.1 trillion in economic impact with \$887.9 billion spent directly by domestic and international travelers that spurred an additional \$1.2 in other industries. It has generated \$133.9 billion in Tax Revenue for local, state and federal government. The tourist industry is one of America’s largest employer supported 14.9 million jobs, including 7.9 million directly in the travel industry and \$209.5 billion in travel-generated payroll for those employed directly in the travel industry (1 of every 9).

In addition to creating new jobs, new business and higher property values, well-managed tourism improves the quality of life and builds community pride. According to a 2009 national research study on U.S. Cultural and Heritage Travel by Mandela Research, 78% of all U.S. leisure travelers participate in cultural and/or heritage activities while traveling translating to 118.3 million adults each year. Cultural and heritage visitors spend, on average, \$994 per trip compared to \$611 for all U.S. travelers. Perhaps the biggest benefits of cultural heritage tourism, though, are diversification of local economies and preservation of a community’s unique character. Whether serving the local community

or out-of-town visitors, a vibrant arts and cultural industry helps local business thrive. (Source: *Cultural & Heritage Traveler Study, Mandela Research, LLC*)  
Cac&mc42017



## Cultural Arts Center at *Historic* Bethel

### Construction Budget

Construction Hard Costs	\$4,548,385	
Soft Costs/Proj Mgmt	\$378,583	
Contingency 6%	\$289,618	
HTC Expenses	\$120,305	
<b>TOTAL CONSTRUCTION COST</b>		<b>\$5,336,891</b>

### SOURCES

The Renaissance Foundation		
SC Historic Tax Credits	\$620,000	
SC Abandoned Building Tax Credit	\$828,000	
Federal Historic Tax Credit	\$907,000	
<b>TOTAL TAX CREDITS</b>		<b>\$2,355,000</b>

Richland County	\$1,500,000	
City of Columbia	\$1,500,000	

Pre-Construction Startup cost		<b>\$ 333,860</b>
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February 6, 2018

Ms. Mary Skinner-Jones  
Executive Director, Renaissance Foundation  
819 Woodrow St.  
Columbia, SC 29205

Dear Ms. Skinner-Jones:

Over the years, I have collaborated with the Foundation on a number of programs and events that highlight the vital importance of documenting African American and civil rights history in Columbia and South Carolina. As I indicated to a reporter for *The State* newspaper in February 2005 and again in September 2013, the beautiful and historic Bethel sanctuary serves as an ideal venue to highlight and promote the vibrant history and culture that are all around us. Additionally, the Center will provide an extraordinary setting to teach and educate students, visitors, and the broader public about largely overlooked and understudied chapters in our collective history.

Our historical records clearly demonstrate that the historic Bethel sanctuary served as a pivotal venue for multiple social and political activities in the African American community, including civil rights demonstrations and mass meetings. Prominently positioned in the heart of downtown Columbia, the historic structure affords us a rare opportunity to reinterpret critical chapters of our collective history in a space where so many of those activities occurred generations ago. For your review, I have attached an abbreviated list of significant events that occurred within the historic structure.

As the City of Columbia and Richland County consider appropriations to restore historic Bethel and to bring the vision of the Renaissance Cultural Arts Center into fruition, I wish to underscore my continued support of the project and to affirm that the University of South Carolina's new Center for Civil Rights History and Research and the Columbia SC 63 initiative will work closely with the Foundation to develop historical exhibits, text panels, and photograph installations that will be housed on a rotating basis in the Ernest A. Finney, Jr. Civil Rights Museum.

I look forward to continued collaborations and partnerships in the years ahead.

With my best regards,

A handwritten signature in black ink, appearing to read 'Bobby Donaldson', is written over a thin horizontal line.

Bobby Donaldson, Ph.D.  
Associate Professor, Department of History  
Director, Center for Civil Rights History & Research

**Bethel AME Civil Rights Timeline**  
**Dr. Bobby Donaldson**  
**University of South Carolina Civil Rights Center**  
**Columbia SC 63**

June 1907: Famed social activist Mary Church Terrell addressed the graduating class of Allen University held at Bethel A.M.E.

March 18, 1923: A mass meeting held at Bethel A. M. E. in support of a "hospital for negroes."

February 21, 1926: Mass meeting held at Bethel A. M. E., featuring Fred Moore, editor of the *New York Age*. E. A. Adams, W. H. Harvey, and attorney N. J. Frederick participated.

March 19, 1936: Bethel hosted the formation of the Colored Citizens' Business, Civic and Social Club.

July 20, 1941: World War II soldiers from Ft. Jackson worshipped at Bethel AME.

June 15, 1943: NAACP attorney Thurgood Marshall speaks at Bethel. He addressed a pending lawsuit supporting teacher salary equalization.

December 29, 1949. The South Conference of the NAACP held at testimonial program honoring Rev. James M. Hinton at Bethel A. M. E. Participants included Modjeska Simkins, J. A. DeLaine of Clarendon County, A. J. Clement of Charleston, and J. P. Reeder of Zion Baptist Church.

June 8 1954. Bethel pastor the Rev. J. Arthur Holmes and ministers of the Ministerial Alliance and the AME church encourage voter participation and offer rides to the polls.

October 13, 1955: Holmes along with Cox, Wallace E. Crumlin, and others address violence and economic reprisals. ""We deplore violence, economic pressure, and reprisal against people who only have petitioned their government for their constitutional rights."

March 16, 1958, Attorney John Wrighten of Charleston speaks at Citizenship Day at Bethel.

September 12, 1963: Over 100 students organized by the "Youth Movement" of the local NACP staged a demonstration in downtown Columbia against local theaters. Following a march to the Statehouse, students ended with a rally at Bethel AME Church.

September 15, 1963: Over 300 people gathered for a three hour meeting at Bethel AME church to raise \$25,000 to support "NAACP demonstrators jailed in future Columbia marches."

September 18, 1963: Students stage protest against segregated theaters in downtown Columbia. Ended with a meeting at Bethel—"the headquarters of the marchers."

August 1964: J. Arthur Holmes appointed to Mayor Bates Biracial Committee

September 26, 1965: Matthew J. Perry speaks at Bethel's Men's Day program, on "Civil Rights, the Church, and Voter Registration."

April 27, 1969: Mrs. Ralph David Abernathy of Atlanta speaks at Bethel's Women's Day Program. "We hide ourselves behind stained glass windows and refuse to see the least of God's children."



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## Blue Ribbon Committee Report to County Council

March 1, 2018

The Blue Ribbon Committee (BRC) met on March 1, 2018. Councilmembers Pearce and Livingston were present.

A. The BRC was provided an update on the 2015 Flood Event (4241-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. Richland County submitted nine (9) applications for hazard mitigation projects; these applications range from community outreach, to infrastructure strengthening, to acquiring (Buyout) substantially damaged properties (residential and commercial) located in the Special Flood Hazard Area (Flood Zone).

1. To date; eight (8) of the nine (9) applications have been approved by FEMA:
  - #30: Buyout Twelve (12) residential properties
  - #31: Buyout Six (6) non-residential properties
  - #32: Buyout of Eight (8) residential properties
  - #33: Buyout Twenty-Two (22) residential properties
  - #34: Buyout Twenty-One (21) residential properties
  - #35: Buyout Two (2) non-residential properties
  - #48: "Reaching the Digitally Disconnected" – a public outreach project
  - #276: Buyout One (1) non-residential properties
2. Key Points:
  - FEMA HMGP provides a federal share of 75% funding. As previously approved by Council; for the property buyout program and infrastructure strengthening program, the remaining 25% local share will be funded through the CDBG-DR.
  - Richland County Staff has initiated the steps required for property acquisition utilizing FEMA HMGP & HUD CDBG-DR Funding, which includes:
    - a. Assigning a property Buyout Case Manager to ensure all data is properly collected
    - b. Conducting formal 3<sup>rd</sup> property appraisals (this program will reimburse for the pre-flood disaster appraisal except for three (3) properties that have changed ownership since the flood)
    - c. Conducting environmental reviews
    - d. Conducting property closings
    - e. Conducting demolition and land restoration actions
  - Once the County acquires these properties, we own them in perpetuity; including all reoccurring costs for maintenance.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

- All properties must be re-naturalized and remain undeveloped in perpetuity. Staff is developing a land management plan for these properties, which will include public and Council input.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve the selection of Tetra Tech to implement the following buyout Task Orders to implement the following buyout Projects:

- \$128,956.08 for Task Order #18 for application #35
- \$26,405.80 for Task Order #19 for application #276
- \$20,940.65 for Task Order #20 for application #30
- \$129,481.62 for Task Order #21 for application #31

Tetra Tech's costs were included as part of the application. The cost for these task orders will be fully funded by the CDBG-DR grant, utilizing no County funds.

- B. The BRC was provided an update on the 2017 Hurricane Irma Event (4346-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. This grant provides another opportunity to request funding to further mitigate potential flood threats. Pre-applications are due in March. The County has submitted one pre-application based on County's previous approval.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve submitting one additional pre-application for a commercial buyout in the Crane Creek area.

- C. The BRC was provided an update on Richland County's HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) program.

1. Single Family Home Rehabilitation Program (SFR): Total of 577 applications received
  - 283: Scheduled consultations
  - 269: Completed consultations
  - 220: construction walks completed
  - 216: Scope & cost estimations completed
  - 118: Tier II Inspections completed
  - 53: Lead/Asbestos tests completed
  - 11: Tri-Part Agreements signed
2. The County has a number of single family homes that are too costly to repair relative to their age and value. These homes need to be destroyed and a new home put in its place. The County currently estimates that we have 22 such homes.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve the County to submit an RFP to our five General Contractors for bids to destroy the existing structure, haul away the destroyed home, and replace the home with a 1,200 square foot 3 bedroom, 2 bath spec home. We are looking for bids around the \$90k range.



**REQUEST OF ACTION**

**Subject:** FY18 - District 11 Hospitality Tax Allocations

**A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 11.

**B. Background / Discussion**

For the current Fiscal Year (2018-2019), County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as list below:

**Motion List for FY18:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial Discretionary Account Funding</u>	<u>\$164,850</u>
Amount Previously Allocated	\$135,000
<u>Remaining Balance</u>	<u>\$ 29,850</u>
LR Diamond Day Festival	\$ 5,000
<b>Total</b>	<b>\$ 5,000</b>
<b>Remaining Balance</b>	<b>\$ 24,850</b>

**C. Legislative / Chronological History**

- 2nd Reading of the Budget – May 25, 2017

**D. Alternatives**

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

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION JERED BRIEN  
NISKY 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** Jered Brien Nisky, is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention 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, Jered Brien Nisky shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Jered Brien Nisky is no longer employed by Richland County as a code enforcement officer.

ADOPTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

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