



Richland County Council

Regular Session September 08, 2015 - 6:00 PM Council Chambers

Call to Order

- 1** The Honorable Torrey Rush

Invocation

- 2** The Honorable Jim Manning

Pledge of Allegiance

- 3** The Honorable Jim Manning

Approval of Minutes

- 4** Special Called Meeting: July 28, 2015 [PAGES 8-23]
- 5** Zoning Public Hearing: July 28, 2015 [PAGES 24-25]

Adoption of Agenda

6

Citizen's Input

- 7** For Items on the Agenda Not Requiring a Public Hearing

Report of the Attorney for Executive Session Items

- 8**
 - a. 208 Plan Amendment
 - b. Palmetto Health Contractual Matter



Richland County Council

- c. Sellers vs. Richland County - Pending Litigation
- d. Threatened Litigation: Student Housing
- e. Sale of Curtiss-Wright Hangar

Report of the County Administrator

- 9 a. Presentation of FY16 Budget Book

Report of the Clerk of Council

- 10 a. REMINDER: 2015 Sickle Cell Walk, September 12th, St. Luke's Episcopal Church, 1300 Pine Street
- b. NAACP's 29th Annual Membership Appreciation Celebration Sponsorship Request
- c. 37th Annual Jubilee: Festival of Heritage Sponsorship Request
- d. Columbia Urban League's 48th Annual Fund Campaign and Equal Opportunity Day Dinner Sponsorship Request
- e. Introduction of Interns

Report of the Chair

Open/Close Public Hearings

- 11 a. An Ordinance Amending the Richland County Code of Ordinances; so as to create a new chapter entitled "Chapter 8: Vector Control"
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 1A. Vector Control; so that a new department will be created
- c. An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the



Richland County Council

disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure

Approval of Consent Items

- 12 An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 1A. Vector Control; so that a new department will be created [SECOND READING] [PAGES 26-27]
- 13 An Ordinance Amending the Richland County Code of Ordinances; so as to create a new chapter entitled "Chapter 8: Vector Control" [SECOND READING] [PAGES 28-31]
- 14 An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure [SECOND READING] [PAGES 32-66]
- 15 15-32MA
Jake Conyers
RS-HD to NC (.70 Acres)
5433 Farrow Rd.
11612-05-13 [SECOND READING] [PAGE 67]
- 16 15-33MA
Homebody, LLC
OI to RM-HD (.36 Acres)
1652 Horseshoe Dr.
17012-01-04 [SECOND READING] [PAGE 68]

Third Reading

- 17 Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to increase the percentage of the revenues generated by properties located in Richland County to be deposited in the Richland County Industriail Park Fund from three percent to seven percent; and other related matters [PAGES 69-76]



Richland County Council

Report of the Economic Development Committee

- 18** a. Land Option between Richland County and Boozer, et al [PAGES 77-94]
- b. Longbranch Farms Post-Closing Agreement [PAGES 95-97]

Report of Rules & Appointments Committee

Notification of Vacancies

- 19** a. Accommodations Tax – 1 (Applicant must have a background in the Cultural Industry)
- b. Business Service Center Appeals Board – 1 (Applicant must be a CPA)
- c. Hospitality Tax – 3 (2 applicants must be from restaurant industry)
- d. Internal Audit – 1 (Applicant must be a CPA)
- e. Board of Zoning Appeals - 1
- f. East Richland Public Service Commission - 1

Notification of Appointments

- 20** a. Employee Grievance Committee - 1 [PAGES 98-107]
 - 1. Tonian Harris Davis
 - 2. Kecia D. Lara
 - 3. Tynika N. Legette
 - 4. Matthew Perkins
 - 5. Betty Etheredge

Items for Action

- 21** CMRTA Board Terms [PAGE 108]



Richland County Council

- 22 During the Citizens' Input portion of Council meetings, the two (2) minute timer should not start until after the citizen has stated their name and address [PEARCE]
- 23 Modify the Rules of Council to allow Council to respond to citizens during the Citizens' Input portion of Council meetings [PEARCE]

Report of the Transportation Ad Hoc Committee

- 24 Riverbanks Zoo Project: Bridge Construction over Railroad - Contractor Quote [PAGES 109-126]

Other Items

- 25 An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A [FIRST READING] [PAGES 127-131]
- 26 A Resolution to appoint and commission Sidra Nelson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 132]

Citizen's Input

- 27 Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 28
- a. Any developer who does not fulfill their obligations regarding road construction or maintenance prior to turning roads over to Richland County, will have the name of the company and primary owners placed on a list in Richland County and will be prohibited from receiving approval for future developments until they have cured the original problems according to county requirements. [MALINOWSKI]
 - b. A Resolution declaring the week of September 28th "Active Aging Week" [ROSE, PEARCE and JETER]
 - c. Move for a resolution honoring Ada Harper James for her distinguished 21 years of service to the Honorable Judge Casey Manning at the Richland County



Richland County Council

Judicial Center [ROSE]

d. Move Council to name courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom in honor of her distinguished 21 years of service to the Honorable Judge Casey Manning and Richland County [ROSE]

e. Move to have staff explore all options to provide County assistance with an important public housing project. The Columbia Housing Authority (CHA) completed its Choice Neighborhood Plan in August, 2014. HUD awarded the Planning Grant to CHA in 2012 for this project. The CHA plans to demolish Gonzales Gardens (GG) and Allen-Benedict Court (ABC) public housing communities as soon as funding is available. In preparation for losing 520 units, the CHA is currently identifying housing to purchase so GG/ABC residents can be relocated. CHA purchased a 123 units at Village at Rivers Edge. CHA plans to acquire and/or construct an additional 127 units of housing in the near future, but that still leaves the need for 270 more units for relocation purposes. [ROSE]

f. Hire a Consultant to conduct a training class for all Council Members on the County Administrator form of government [MALINOWSKI]

g. Implement a Council rule reinforcing the requirement that all Council members adhere to the County Administrator form of government [MALINOWSKI]

h. Direct the County Administrator to implement and enforce an aggressive disciplinary policy for employees who break the chain of command and take personnel issues directly to Council members [MALINOWSKI]

i. Resolution honoring Robert Murphy for his years of service on the East Richland Public Service Commission [MANNING]

Adjournment



Richland County Council



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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MEETING MINUTES

July 28, 2015
7:15 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:15 PM

INVOCATION

The Invocation was led by the Honorable Joyce Dickerson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Joyce Dickerson

APPROVAL OF MINUTES

Regular Session: July 21, 2015 – Mr. Livingston moved, seconded by Ms. Dickerson, to reconsider the following item: "An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts". The vote in favor was unanimous.

Mr. Livingston stated there was a scrivener's error in the ordinance included in the July 21st agenda packet.

Mr. Livingston moved, seconded by Mr. Pearce, to approve the corrected ordinance language of 7 units instead of 6 units. The vote in favor was unanimous.

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

ADOPTION OF THE AGENDA

Mr. Washington requested the removal of Item 2(a): Report of the Attorney for Executive Session Items: Sports Arena Project Contractual Matter

Ms. Dixon requested the removal of Item 9: Report of Development and Services Committee: Motion to request Legal Department assess potential liability of permitting



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Daniel Driggers
Larry Smith
Geo Price
Sparty Hammett
Warren Harley
Dwight Hanna
Beverly Harris
Michelle Onley
Monique McDaniels
Kimberly Roberts
Amelia Linder
Chad Fosnight
Rob Perry
Brandon Madden
Roxanne Ancheta
Cheryl Patrick
Rudy Curtis
Valeria Jackson
Ashley Powell
Monique McDaniels
Tammy Brewer

human occupied watercraft in Pinewood Lake.

Mr. Rush requested to add "Consent Items" after the Report of the Chairman.

Mr. Jackson moved, seconded by Mr. Livingston, to adopt the agenda as amended. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

a. Personnel Matter

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

Ms. Helen Taylor Bradley spoke regarding Item 28(c): I move that Council record non-electronic roll call voting for all final votes that are not unanimous for third reading or one time votes; and which are merely procedural in nature.

Ms. Wendy Brawley spoke regarding Item 28(b): Changes to FOIA regarding Agenda

REPORT OF THE COUNTY ADMINISTRATOR

Mr. McDonald stated Ms. Dickerson recently attended a NACo conference where the focus was on cybersecurity. The County is currently working on cybersecurity issues and plans.

REPORT OF THE CLERK OF COUNCIL

37th Annual Jubilee: Festival of Heritage, September 19th, Mann-Simons, 1403 Richland Street – Ms. McDaniels stated Council received a sponsorship request for the 37th Annual Jubilee Festival.

Ms. Dickerson moved to forward this item to the September 8th Council meeting for action. The motion died for lack of a second.

Mr. Jeter moved, seconded by Mr. Pearce, to allow Council members that wish to donate to the festival to utilize their discretionary accounts. The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon thanked Richland County Staff for their assistance with the community festival.

REPORT OF THE CHAIRMAN

Personnel Matters – This item was taken up in Executive Session.

APPROVAL OF CONSENT ITEMS

- **Creation of a new Chapter entitled “Vector Control” and creation of the Department of Vector Control [FIRST READING]**
- **Public Works – Intergovernmental Agreement with the Town of Eastover**
- **Building Codes & Inspections Department – Intergovernmental Agreement between Richland County and the Town of Eastover**
- **Approval of FY15-16 Budgets within the FY15-16 Annual Action for Community Development Federal Funds**
- **Authorization to Increase the FY15 Buck Consultants Purchase Order Over \$100,000**
- **Bond Issuance – 2015**
- **Candlewood – Catalyst 3 Neighborhood Park – Parcel Acquisition and Subsequent Deed to Richland County Recreation Commission for Park Maintenance**
- **Magistrate – Arcadia Lakes Intergovernmental Service Contract to Provide for Richland County Magistrate Caroline E. Streater to Serve as the Town of Arcadia Lakes’s Municipal Court Judge**
- **Magistrates, Authorization of Design/Build Policy for Dentsville, Hopkins, and Upper Township District Magistrate Offices**
- **Relocation of Sheriff Training Division**

Mr. Manning moved, seconded by Mr. Jeter, to approve the consent items.

Mr. McDonald stated any item that required minor amendments will be incorporated.

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dixon, to reconsider all the Consent Items, as well as, Item #22: Magistrate – Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion to reconsider failed.

THIRD READING ITEMS

An Ordinance Authorizing a lease to United Way of Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165± square feet of space at 2000 Hampton Street, 4th Floor

– Ms. Dickerson moved, seconded by Mr. Pearce, to approve this item.

Mr. Manning requested to amend the ordinance as follows : “...2165± square feet...”

Ms. Dickerson accepted the amendment of the square feet.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion to reconsider failed.

SECOND READING ITEM

An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ square feet of space at 2000 Hampton Street, 3rd Floor – Mr. Washington moved, seconded by Mr. Jackson, to approve this item.

Mr. McDonald stated for the record staff is still in negotiations with Columbia Area Mental Health on the exact square footage.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

- a. **Magistrate – Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge** – Mr. Malinowski inquired about the difference in salary for the Arcadia Lakes Municipal Court Judge and the Town of Eastover Municipal Court Judge if the function of the jobs are the same.

Mr. McDonald stated the reason for the difference is the case load of the different municipalities.

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Mr. Malinowski moved, seconded by Mr. Manning, to approve this item. The vote in favor was unanimous.

- b. Lease Agreement: Warehouse for Richland Library during Capital Program** – Mr. Smith stated the changes requested by Council were accepted by the real estate company and the library; therefore, he recommended approval of the amended lease.

Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item as amended.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Livingston moved, seconded by Ms. Dickerson, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion for reconsideration failed.

- c. Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data** – This item was deferred in Committee.
- d. Solid Waste Roll Carts Contract** – Mr. Pearce stated the committee recommended approval of this item.

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FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington

AGAINST

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

The motion for reconsideration failed.

- e. **Richland County Sheriff's Department COPS Hiring Program Grant, 1 Full Time Employee; 25% Grant Match** – Mr. Pearce stated the committee recommended approval.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Jackson moved, seconded by Ms. Dixon, to reconsider this item.

**Richland County Council
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FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

The motion for reconsideration failed.

- f. **General Contractor Services for New Coroner's Facility** – Mr. Pearce stated the committee recommended approval.

Mr. Malinowski stated for the record he did not have an opportunity to review the contract; therefore, he will not be voting in favor of this item.

FOR

AGAINST

Dixon
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

Malinowski
Manning

The vote was in favor.

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

FOR

AGAINST

Malinowski
Manning

Dixon
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

The motion for reconsideration failed.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Accommodations Tax – 1 (Applicant must have a background in the Cultural Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- b. **Business Service Center – 1 (Applicant must be a CPA)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- c. **Building Codes Board of Appeals – 1 (Applicant must be an Electrician)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- d. **Employee Grievance Committee – 1 (Applicant must be an employee of Richland County)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- e. **Hospitality Tax Committee – 3 (2 of the applicants must be from the Restaurant Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- f. **Internal Audit Committee – 1 (Applicant must be a CPA)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- g. **Midlands Regional Convention Center Authority – 1 (Applicant must have a background in the Hotel Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- h. **Procurement Review Panel – 2 (Applicant must be from the Service Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Richland Library Board – 4** – Mr. Malinowski stated the committee recommended appointing Ms. Betty L. Gregory, Mr. James “Jamie” Shadd, III, Ms. Katherine Swartz Hilton and Dr. Diana Pollard McCauley.

Mr. Washington moved, seconded by Mr. Rose, to divide the question. The vote was in favor.

Ms. Ray Border Gray – Mr. Rose, Mr. Jackson, Mr. Jeter, and Mr. Washington

Ms. Betty J. Hines – No one

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Ms. Betty L. Gregory – Ms. Dixon, Mr. Malinowski, Mr. Jackson, Mr. Rose, Mr. Pearce, Mr. Rush, Mr. Livingston, Ms. Dickerson, Mr. Washington, Mr. Manning, and Mr. Jeter

Mr. James “Jamie” Shadd, III – Ms. Dixon, Mr. Malinowski, Mr. Jackson, Mr. Rose, Mr. Pearce, Mr. Rush, Mr. Livingston, Ms. Dickerson, Mr. Washington, Mr. Manning, and Mr. Jeter

Mr. Jonathan P. Lee – Mr. Rose and Mr. Pearce

Ms. Katherine Swartz Hilton – Ms. Dixon, Mr. Malinowski, Mr. Rush, Mr. Livingston, Ms. Dickerson and Mr. Manning

Ms. Martina D. Mitchell – No one

Dr. Diana Pollard McCauley – Ms. Dixon, Mr. Malinowski, Mr. Livingston, and Mr. Manning

Ms. Cheryl English – Mr. Pearce, Mr. Jackson, Mr. Rush, Ms. Dickerson, Mr. Washington, and Mr. Jeter

Ms. Betty L. Gregory; Mr. James “Jamie” Shadd, III; Ms. Katherine Swartz Hilton and Ms. Cheryl English were appointed to the Richland Library Board.

- b. East Richland Public Service Commission – 2** – Mr. Malinowski stated the committee recommended re-appointing Mr. Yves Naar and defer for additional information the remaining appointment. The vote in favor was unanimous.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. CMRTA Board Terms** – This item was held in committee.

Mr. Washington inquired if it was required for the structure of the Board has to be consistent for the City of Columbia and Richland County.

Mr. Smith stated the recommendation that came forward from the attorney that represents the CMRTA was that the terms would coincide for continuity sake.

- b. Changes to FOIA regarding Agenda** – Mr. Malinowski stated the committee recommended incorporating into Council Rules the following language:

- “(1) Each regularly scheduled and special called meeting must have an agenda.
- (2) The agenda must be published [24 hours in advance] on the County website as well as being posted on the bulletin board.
- (3) Once the agenda is posted, no items may be added without an additional 24 hour notice period.

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- (4) At the meeting, an item which requires action may only be added by a two-thirds vote of members present and voting. HOWEVER, if it is an item where final action may be taken at the meeting or there will be no further opportunity for public input, it may only be added by two-thirds vote and a finding that an emergency or exigent circumstance exists if the item is not added to the agenda.”

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

AGAINST

The vote in favor was unanimous.

- c. I move that Council record non-electronic roll call voting for all final votes that are not unanimous for third reading or one time votes; and which are not merely procedural in nature [MANNING, MALINOWSKI, DICKERSON, and JETER] – Mr. Malinowski stated the language was amended in committee as follows: “I move that Council record non-electronic roll call voting for all votes that are not unanimous for second and third reading or one time votes; and which are not merely procedural in nature.”**

Mr. Rose stated although the motion is not perfect because it does not call for roll call voting on each item; however, it is very close and he would be voting in favor of this item.

Mr. Jeter requested the staff to notate on the agenda which items should be voted on via the roll call method.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

**Richland County Council
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Mr. Washington moved, seconded by Mr. Malinowski, to reconsider the Rules & Appointment Committee appointments.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

The motion for reconsideration failed.

OTHER ITEMS

REPORT OF DIRT ROAD AD HOC COMMITTEE:

- a. **Connectivity Paving** – Ms. Dixon stated included in the agenda packet is a list of dirt roads staff recommends for paving to insure system connectivity. These roads are not funds for paving based on the Dirt Road Paving Ordinance formula, but would have to be crossed to access some of the dirt roads that will be paved. The committee recommends two options to fund the paving of these dirt roads considered vital for system connectivity. The two options are (1) CTC funding and (2) Fund balance. The committee recommends CTC Funding.

Mr. Washington requested clarification of the motion from committee.

Mr. McDonald stated it was his understanding the committee recommended CTC Funding and/or Road Maintenance Fund Balance.

Mr. Washington made a substitute motion, seconded by Mr. Jackson, to fund the paving of these dirt roads with CTC Funding and/or Road Maintenance Fund Balance.

Mr. Washington withdrew his motion.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning

The vote in favor was unanimous.

**CITIZENS' INPUT
(Must Pertain to Items Not on the Agenda)**

No one signed up to speak.

Mr. Washington moved, seconded by Mr. Malinowski, to reconsider the agenda.

<u>FOR</u>	<u>AGAINST</u>
Dixon	Rose
Malinowski	Pearce
Jackson	
Rush	
Livingston	
Dickerson	
Washington	
Jeter	

The vote was in favor of reconsidering the agenda.

Mr. Washington moved, seconded by Mr. Malinowski, to move Executive Session until after the Motion Period. The vote was in favor.

MOTION PERIOD

80th Anniversary of Social Security Act [JACKSON] – Mr. Washington moved, seconded by Ms. Dixon, to adopt a resolution in honor of the 80th Anniversary of the Social Security Act.

<u>FOR</u>	<u>AGAINST</u>
Dixon	
Malinowski	
Rose	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Washington	
Manning	
Jeter	

The vote in favor was unanimous.

Hunger Awareness and Action Month [DIXON] – Mr. Pearce moved, seconded by Ms. Dixon, to adopt a resolution in honor of Hunger Awareness and Action Month. The vote in favor was unanimous.

**Richland County Council
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Authorize the Administrator to negotiate and execute an extension of the agreement with Comprehensive Business Consultants, LLC, with services not to extend beyond December 31, 2015 [WASHINGTON] – Mr. McDonald stated the Comprehensive Business Consultants, LLC is the firm that is currently contracted with the County assisting the Procurement Department and SLBE Program. The County is at the end of the original contract period; therefore, the recommendation is to negotiate an extension of the contract. Ms. Tanner would be utilized on an as needed basis under the same terms in the current contract. As the positions in the OSBO Office are filled, the need for Ms. Tanner’s assistance will be lessened.

Ms. Dickerson inquired if the need for continued services will be evaluated monthly.

Mr. McDonald stated all of the vacant positions in the OSBO Office have been advertised. As those positions are filled, the need for Ms. Tanner’s services will decrease.

Mr. Livingston moved, seconded by Mr. Rose, to accept the Administrator’s recommendation to move forward with negotiations with Comprehensive Business Consultants, LLC.

Mr. Malinowski inquired as to the end date of the current contract.

Mr. McDonald stated there was no end date. The amount the Administrator can approve has reached its limit; therefore, the extension of the contract is coming before Council.

Mr. McDonald stated the current contract has been in place for 5 months and the amount billed is just under \$100,000.

Ms. Patrick stated the hours that have currently been billed are as follows:

528.25 hours – Diversity Director/Compliance Manager
58.50 hours – Technical Advisor

Mr. McDonald stated the majority of the funding set aside for the OSBO Office was not utilized since the positions the funding was set aside for were not filled.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Washington moved, seconded by Mr. Jackson, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington

The motion for reconsideration failed.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 8:27 p.m.
and came out at approximately 8:45 p.m.*

- a. **Personnel Matter** – No action was taken.

ADJOURNMENT

The meeting adjourned at approximately 8:45PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

**Richland County Council
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Page Sixteen**

Seth Rose

Kelvin E. Washington, Sr.

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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

July 28, 2015
7:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:01 PM

ADDITIONS/DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

ADOPTION OF THE AGENDA

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

MAP AMENDMENTS

15-29MA, Curtis Cain, RU to RC (3.66 Acres), 5480 Bluff Rd., 18800-02-29

Mr. Rush opened the floor to the public hearing.

The applicant chose not to speak.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Ms. Dickerson, to deny the re-zoning request. The vote in favor was unanimous.

15-32MA, Jake Conyers, RS-HD to NC (.70 Acres), 5433 Farrow Rd., 11612-05-13

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.



Council Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Seth Rose
Kelvin E. Washington, Sr.

Others Present:

Sparty Hammett
Michelle Onley
Monique McDaniels
Tracy Hegler
Amelia Linder
Holland Leger
Geo Price
Ashley Powell
Daniel Driggers
Warren Harley
Roxanne Ancheta
Valeria Jackson
Chad Fosnight
Kim Roberts
Cheryl Patrick

**Zoning Public Hearing
Tuesday, July 28, 2015
Page Two**

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

15-33MA, Homebody, LLC, OI to RM-HD (.36 Acres), 1652 Horseshoe Dr., 17012-01-04

Mr. Rush opened the floor to the public hearing.

The applicants chose not to speak.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:04 PM.

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; BY ADDING A NEW DIVISION ENTITLED 1A. VECTOR CONTROL; SO THAT A NEW DEPARTMENT WILL BE CREATED.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; Division 1, Utilities, Sections “2-189 – 2-191. Reserved” is hereby deleted in their entireties.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the creation of a new Division, to read as follows:

DIVISION 1A. VECTOR CONTROL

Sec. 2-189. Creation; director.

There is hereby created the department of Vector Control and the position of director of Vector Control. The director shall be appointed by and report to the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-190. Staff; personnel; compensation.

The director of Vector Control shall have such staff and assistants as are necessary to the operation of the department and the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.

Sec. 2-191. Responsibilities; powers; duties.

Vector Control, and such employees of the department as are assigned to it, shall be charged with the following duties:

- (a) Management of the mosquito control program.
- (b) Provide technical advice and assistance about vectors to the county’s citizens.
- (c) Conduct vector-borne disease surveillance and response.

- (d) Enforce county ordinances related to vector control.
- (e) Other programs or functions assigned to the department by the county administrator or county council.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: July 28, 2015
Second Reading: September 8, 2015 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; SO AS TO CREATE A NEW CHAPTER ENTITLED “CHAPTER 8: VECTOR CONTROL”.

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

SECTION I. The Richland County Code of Ordinances is hereby amended to read as follows:

CHAPTER 8: VECTOR CONTROL

Sec. 8-1. Intent and application.

The intent of this chapter is to protect the public health, safety and welfare by preventing or controlling the spread of vector-borne disease through the use of regulations, intervention, enforcement, education, advice and assistance. Where practicable and not likely to cause injury to the public health, in the sole opinion of the Director of Vector Control, the Vector Control Department shall first attempt to use education, intervention, and assistance to encourage voluntary compliance with the provisions of the chapter.

This chapter shall be applicable to all premises in unincorporated Richland County regardless of the use or zoning classification. In instances where a specific property use is regulated by the laws and regulations of the State of South Carolina, the Vector Control Department shall work in conjunction with the proper regulatory authority to remediate any violations of this chapter.

Sec. 8-2. Definitions.

Harborage. Any area, interior or exterior, which is maintained in a manner such that vectors will tend to live, nest, breed or seek shelter.

Insect. Any of the numerous small invertebrate animals generally having the body more or less obviously segmented, for the most part belonging to the Class Insecta, comprising six-legged, usually winged forms, as for example, flies and mosquitoes, and to other allied classes of arthropods whose members are wingless and usually have more than six legs, as for example, spiders, and ticks.

Person. An individual, partnership, co-partnership, cooperative, association, firm, company, public or private corporation, trust, estate, joint structure company or any other legal entity or its legal representative, agent or assigns.

Premises. A parcel of real property, including all buildings and structures located thereon. This term is used interchangeably with “Property.”

Structure. All parts of a building, whether vacant or occupied, in all stages of construction.

Vector. An organism that has the ability to transmit disease, including, but not limited to, mosquitoes, ticks, fleas, rats, etc..

Waste. Garbage, household trash, debris, commercial waste, yard waste, sewage, white goods, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, or semisolid matter.

Sec. 8-3. Minimum requirements.

The provisions of this chapter shall govern the minimum requirements required to keep premises in a clean and sanitary condition so as not to adversely affect the public health or safety.

Sec. 8-4. Sanitation.

All exterior property and premises shall be maintained in a clean, safe, and sanitary condition to the extent necessary to prevent vector breeding and harborage.

Sec. 8-5. Accumulation of waste.

No person shall allow the accumulation or discharge of waste on any premises to the extent and in such manner as to create a harborage or breeding ground for rodents or other vectors.

Sec. 8-6. Insect and rodent harborage.

(a) All premises, structures, and exterior property shall be kept free from insect and rodent harborage and infestation. All structures in which insects or rodents are found shall be promptly exterminated in such manner as will not be injurious to human health. After pest and rodent elimination, proper precautions shall be taken by the occupant to prevent re-infestation.

(b) The accumulation of water in which mosquito larvae may breed is prohibited.

(c) All premises shall be kept free from the excessive growth of weeds and rank vegetation where mosquitoes harbor.

(d) The maintenance of any barn, stable, chicken yard, manure pile, garbage receptacle, etc., in such manner that flies are in excess of reasonable acceptable levels, as

defined in the Vector Control Fly Protocol, as may from time to time be amended, is prohibited.

(e) No dead animals or parts thereof shall be left on any exterior premises for more than forty-eight (48) hours or thrown upon any street, road, or public place.

Sec. 8-7. Swimming pools, spas, and hot tubs.

Privately owned swimming pools, spas, and hot tubs shall be maintained in a clean and sanitary condition to the extent and in such manner so as to prevent vector breeding and harborage.

Sec. 8-8. Duty to abate.

It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any property to comply with the requirements of this chapter and take whatever action as may be necessary as often as may be necessary to prevent the breeding and harborage of vectors.

Sec. 8-9. Enforcement; Abatement; penalties.

(a) The Vector Control Director, or his/her authorized representative, shall have the authority to investigate threats or potential threats to the public health relating to vectors and potential vector transmitted diseases on any premises in unincorporated Richland County and to require abatement of conditions which violate the provisions of this chapter. As such, the Vector Control Director, or his/her authorized representative, shall, with proper consent, have the right of entry upon any premises where entry is necessary to carry out the provisions of this chapter. If consent for entry is not given or obtained by an authorized person, a search warrant shall be obtained by the Vector Control Director from a court of competent jurisdiction before entry onto the premises made.

(b) Whenever and wherever a condition shall exist which is determined by the Vector Control Director, or his/her authorized representative, to be a violation of this chapter, notice shall be given to the owner, lessee, occupant, or agent or representative of the owner setting forth the violation, and advising that the violation(s) must be corrected, the time allowed for such correction, and the necessary methods or means to be employed in the correction. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(c) Whenever and wherever a repeat violation of this chapter shall occur, where more than one Uniform Ordinance Summons has been issued on the same premises and/or on the same person, which, in the opinion of the Vector Control Director, or his/her authorized representative, constitutes a public health nuisance, it shall be his/her

duty to notify in writing the person or persons, firm or corporation, responsible for its continuance, of the character of the public health nuisance and give the person, persons, firm, or corporation a reasonable length of time to abate it. However, whenever and wherever a nuisance is of a character as to require, in the interest of the public health, immediate abatement or discontinuance, the Vector Control Director may bring a proceeding for immediate action in the magistrate's court for the abatement of such nuisance and the court may upon hearing and for good cause enjoin the continuance of the condition creating the nuisance, irrespective of all other remedies at law.

(d) Any person who fails to abate the violation or public health nuisance after notice shall be deemed guilty of a misdemeanor, issued a Uniform Ordinance Summons, 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.

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

First Reading: July 28, 2015
Second Reading: September 8, 2015 (tentative)
Public Hearing:
Third Reading:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,000,000 GENERAL OBLIGATION BONDS, SERIES 2015A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO; AND TO ADOPT WRITTEN PROCEDURES RELATED TO CONTINUING DISCLOSURE.

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

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2014, for purposes of computation of the County's constitutional debt limit, is \$1,551,127,959. Eight percent of such sum is \$124,090,237. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$57,740,000. Thus, the County may incur not exceeding \$66,350,237 of additional general obligation debt within its applicable debt limitation.

(f) Pursuant to Ordinance No. 067-12HR enacted by County Council on November 13, 2012, the County adopted Written Procedures related to Tax-Exempt Debt.

(g) The County Council has been adopted that it is in the County's best interested to adopt certain written procedures related to continuing disclosure as set forth herein.

(h) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$15,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine; and to adopt written procedures related to continuing disclosure.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$15,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$15,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2015A, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(h) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the County Administrator (the "Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person

or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may

be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Bonds. The Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the County Auditor and the County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC

participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

County Council hereby adopts the following procedures relating to continuing disclosure for the Bonds and all future publicly-traded debt:

(a) The Chief Financial Officer or the equivalent thereto (the “CFO”) of the County shall be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the County or imposed upon the County by state or federal law or regulations. The CFO is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the CFO.

(b) The CFO shall acquire a clear understanding regarding the County’s continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association, the CFO shall participate in continuing education programs regarding continuing disclosure.

(c) For each issuance of bonds that involves a continuing disclosure obligation, the CFO shall review such continuing disclosure undertaking and discuss with the County's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC, as co-bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the Bonds. Co-disclosure counsel for the Bonds will be designated by the County Attorney. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this ____ day of _____, 2015.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2015:

Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS, SERIES 2015A

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution

and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program (“STAMP”) or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, and Law Offices of Ernest W. Cromartie, III, L.L.P., approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2015, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$_____ GENERAL OBLIGATION BONDS, SERIES 2015A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,
South Carolina

FORM OF NOTICE OF SALE

§ _____ GENERAL OBLIGATION BONDS, SERIES 2015A
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids and electronic bids will be received on behalf of Richland County, South Carolina (the “County”) in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2015A, of the County (the “Bonds”).

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked “Proposal for \$ _____ General Obligation Bonds, Series 2015A, Richland County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System (“Ipreo”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: [To be provided]

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2015A, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with the County's Co-Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: fheizer@mcnair.net or with the County's Financial Advisor, R. Michael Gallagher, Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (803) 765-1004; e-mail: mike.gallagher@compassmuni.com.

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2015, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2015 Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2015 Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Series 2015 Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for all Series 2015 Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Bonds (including persons holding Series 2015 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2015 Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2015 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2015 Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2015 Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” and “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated

True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2015 Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2015 Bonds, or other material events affecting the tax status of the Series 2015 Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2015 Bonds, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for the Series 2015 Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2015 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2015 Bonds, when the Issuer is no longer an obligated person with respect to the Series 2015 Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2015 Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2015 Bonds or under any other document relating to the Series 2015 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2015 Bonds or any other party. The Disclosure Dissemination Agent shall have

no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2015 Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2015 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2015 Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2015 Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: W. Anthony McDonald
Title: County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
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CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2015 Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ "quarterly/monthly financial information;"
2. _____ "change in fiscal year/timing of annual disclosure;"
3. _____ "change in accounting standard;"
4. _____ "interim/additional financial information/operating data;"
5. _____ "budget;"
6. _____ "investment/debt/financial policy;"
7. _____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. _____ "consultant reports;" and
9. _____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$15,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 # 11612-05-13 FROM RS-HD (RESIDENTIAL, SINGLE-FAMILY – HIGH DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 11612-05-13 from RS-HD (Residential, Single-Family – High Density District) zoning to NC (Neighborhood Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: July 28, 2015
First Reading: July 28, 2015
Second Reading: September 8, 2015 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17012-01-04 FROM OI (OFFICE AND INSTITUTIONAL DISTRICT) TO RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17012-01-04 from OI (Office and Institutional District) zoning to RM-HD (Residential, Multi-Family – High Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after May 19, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: July 28, 2015
First Reading: July 28, 2015
Second Reading: September 8, 2015 (tentative)
Third Reading:

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

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCREASE THE PERCENTAGE OF THE REVENUES GENERATED BY PROPERTIES LOCATED IN RICHLAND COUNTY TO BE DEPOSITED IN THE RICHLAND COUNTY INDUSTRIAL PARK FUND FROM THREE PERCENT TO ~~FIVE~~ SEVEN PERCENT; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial 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 (“Fee Payments”);

WHEREAS, the County and Fairfield County, South Carolina (“Fairfield”) have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, pursuant to the Act and Agreement, the County is authorized to specify the manner in which Fee Payments (i) received by the County from property located in Fairfield or (ii) retained by the County from property located in the County are distributed to each of the taxing entities within the County;

WHEREAS, to continue to attract investment to and encourage economic development in the County, the County desires to amend the Agreement to ratify and approve the manner in which certain Fee Payments are distributed to the taxing entities within the County;

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. Amendment Authorized. Council authorizes an amendment to the Agreement, as set forth more fully in the Third Amendment to Master Agreement Governing the I-77 Corridor Regional Industrial Park attached as Exhibit A (“Amendment”), to ratify and approve the internal distribution of certain Fee Payments. The County Council Chair, or the Vice Chair in the event the Chair is absent, and the Clerk to the County Council are hereby authorized to execute the Amendment. The Chair is further directed to deliver the Amendment to Fairfield.

Section 2. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and

execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 3. *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 4. *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.

This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: [DATE]
Second Reading: [DATE]
Public Hearing: [DATE]
Third Reading: [DATE]

EXHIBIT A
FORM OF AMENDMENT

**THIRD AMENDMENT TO MASTER AGREEMENT
GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

This Third Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Amendment”) is effective [DATE].

WHEREAS, 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 (“Act”), Richland County, South Carolina (“County”) and Fairfield County, South Carolina (“Fairfield”) entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Agreement”), a copy of which is attaches as Exhibit A;

WHEREAS, each capitalized term not defined in this Amendment has the meaning as provided in the Agreement or, if not provided in the Agreement, as provided in the Act;

WHEREAS, the County adopted an amendment to Section 3.03(a), effective April 3, 2012, which modified the internal distribution of the County’s Revenues;

WHEREAS, the County also adopted an amendment to Section 3.03(a), effective July 1, 2014, which further modified the internal distribution of the County’s Revenues;

WHEREAS, pursuant to the Act and Section 3.03(b) of the Agreement, the County wishes to further amend Section 3.03(a) to ratify and approve the internal distribution of the County’s Revenues to continue to provide for funds to attract investment in and encourage economic development in the County; and

WHEREAS, by Ordinance No. [NUMBER] the County authorized the execution and delivery of this Amendment.

NOW, THEREFORE, the County amends the Agreement as follows:

Section 1. Amendment to Internal Distribution of Revenues. As authorized by the Act and Section 3.03(b), the County amends the internal distribution of the County’s Revenues by amending Section 3.03(a) of the Agreement through the insertion of the following underlined language and deletion of the language indicated by trike-through text:

Section 3.03. Revenue Distribution Within Each County.

(a) in accordance with the provisions of the *Horry County School District* case, the Counties acknowledge they are required to set forth herein the scheme for distribution of Revenues received from the Park to other taxing entities within each of the Counties. Fairfield hereby elects to retain all of the Revenues from the Park. For Revenues generated by properties located in Fairfield and received by Richland pursuant to Section 3.02, Richland shall deposit all of the Revenues into the Richland County Industrial Park fund (“Fund”). For Revenues generated by properties located in Richland and retained by Richland under Section 3.02, if the property is (i) located in the Park on or after January 15, 2009 and (ii) subject to a negotiated FILOT or a special source revenue credit

incentive, then Richland shall first deposit ~~35~~37% of the Revenues into the Fund. For Revenues remaining after such deposit in the Fund or generated by properties or generated by properties located in Richland and retained by Richland under Section 3.02 but not meeting the criteria of (i) and (ii) above, Richland shall retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new investment to Richland. The Richland County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro-rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

Section 2. Remainder of Agreement. Except as described in this Amendment's Section 1, the Agreement remains unchanged and in full force.

Section 3. Execution. This Amendment may be executed in printed form, by electronic means, or by facsimile, and is effective on delivery of the Amendment to Fairfield.

[SIGNATURE PAGE FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amendment to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council effective as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

EXHIBIT A
MASTER AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "*Agreement*") is made and entered into as of the _____ day of September, 2015 ("*Effective Date*"), by and between **Ronald F. Boozer, Sr., Barbara B. Mann, Ronald F. Boozer, Jr., Bevan B. Byrd, Ronda B. McNeely, Stephen Shane Boozer, Kayla N. Boozer, Deborah Mann Gunter, Ronald Stephen Mann, Jr., Una B. Fairhart, Edward L. Baker, III, John A. Baker, Courtney D. Fore, David J. Morgan, Jessica M. Gable, R. Blake Pack, Brittany A. Pack, Bevan B. Byrd as Custodian for Baileigh M. Byrd, Ronda B. McNeely as Custodian for Colby B. McNeely, Ronald F. Boozer, Jr., as Custodian for Ronald F. Boozer, III, Ronald F. Boozer, Jr., as Custodian for Hannah M. Boozer, Autumn F. Lindler, Jerisann N. Boozer, Stephen Shane Boozer as Custodian for Ashley Taylor Boozer, Jessica D. Fairhart, Una B. Fairhart as Custodian for Joshua D. Fairhart, Una B. Fairhart as Custodian for Jennifer J. Fairhart, Allison A. Baker, Edward L. Baker, III as Custodian for Amanda J. Baker, Edward L. Baker, III as Custodian for Emily L. Baker, John A. Baker as Custodian for Thomas D.A. Baker, Brittney Gunter, Kyle Gunter and Amber Gunter** as to TMS# 16100-03-03 and **B2 Trust by Sylvia B. Brannon as Trustee, Stanford W. Boozer, Jr., as Trustee and Barbara B. Mann as Trustee** as to TMS# 16100-02-19, ("*Optionor*") and **RICHLAND COUNTY, SOUTH CAROLINA** ("*Optionee*").

WITNESSETH:

1. Option to Purchase. For and in consideration of the Option Consideration (as hereinafter defined) in hand paid by Optionee to Optionor, receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option ("*Option*") to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement.

2. Property Subject to Option. All that certain piece, parcel or lot of land with any improvements thereon, situate lying and being in the County of Richland State of South Carolina, consisting of an approximately 231± acres located at Longwood and Bluff Road. Said parcel is further described in the Richland County Tax Map Books as a portion of parcel 16100-03-03 and parcel 16100-02-19, as more particularly reflected on the map attached hereto as Exhibit "A". The southern boundary line of the parcel reflected as "146 acre +/-" on the attached Exhibit "A" shall be the centerline of the creek adjacent to such parcel, as determined by the Survey.

Notwithstanding any provision herein to the contrary, the Optionee must either purchase all of the property subject to this Option, or none. Optionee shall not be permitted to exercise this Option with respect to only a portion of the Property subject hereto.

3. Option Consideration.

(a) Within ten (10) days of the Effective Date (as hereinafter defined), Optionee shall deliver to _____, as agent for Optionor, the sum of one thousand and no /100ths (\$1,000.00) Dollars ("*Option Consideration*").

(b) The Option Consideration shall be held by Optionor. If (i) Optionee shall rescind, cancel or terminate this Agreement and shall notify Optionor, or (ii) Optionee fails to Exercise the Option as set forth in Section 4(a), Optionor shall immediately return the Option Consideration to

Optionee as long as all Optionee Due Diligence Materials (as defined in Section 9(a) below) have been provided to the Optionor.

(c) All Option Consideration shall be applied to the Purchase Price at Closing, if Closing takes place within the terms and conditions as set forth herein.

(d) In the event of a default by either party, the Option Consideration shall be paid in accordance with Section 14 below.

4. Option Term/Closing

(a) The term of the Option shall be until **five (5) years** from the Effective Date ("**Option Date**"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("**Exercise**"). Within ten (10) days of delivery of the Exercise, Optionee must deliver an additional payment of Option Consideration in the amount of Twenty Thousand and no/100ths (\$20,000.00) Dollars, thereby increasing the total Option Consideration to Twenty-one Thousand and no / 100ths (\$21,000.00) Dollars. The Option Consideration shall continue to be governed by Section 3 above. The date such notification is mailed or hand delivered to Optionor shall be the "**Notification Date**." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, Optionor shall immediately return the Option Consideration to the Optionee, and this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) Optionor and Optionee acknowledge and agree that this Agreement may be extended for such periods and on such terms as the parties mutually agree to.

(c) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 4(a) above, the closing of the purchase and sale of the Property ("**Closing**") will be held at a location to be determined by the Optionee on any date ("**Closing Date**") which is on or before that date which is forty five (45) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least five (5) days in advance thereof.

5. Purchase Price: Method of Payment. The purchase price shall be determined as follows with all (i) useable land (defined as all land outside of any flood plain, flood way, wetlands – Optionee will delineate any wetlands at its expense – recorded easements, Rights of Ways, etc.) ("**Usable Land**") and (ii) flood plain, flood way, and delineated wetlands, and area within recorded easements and rights of way (collectively, "**Unusable Land**") delineated on a survey to be obtained by Optionee:

(a) In the event the Option is exercised in Year 1 of execution of the Option, the purchase price shall be Thirteen Thousand Five Hundred and no/100 (\$13,500) Dollars per acre of Usable Land and Three Thousand and no/100 (\$3,000) Dollars per acre of Unusable Land.

(b) In the event the Option is exercised within Year 2 of execution of the Option, the purchase price shall be Fourteen Thousand and no/100 (\$14,000) Dollars per acre of Usable Land and Three Thousand One Hundred Fifty and no/100 (\$3,150) Dollars per acre of Unusable Land.

(c) In the event the Option is exercised within Year 3 of execution of the Option, the purchase price shall be Fourteen Thousand Five Hundred and no/100 (\$14,500) Dollars per acre of Usable Land and Three Thousand Three Hundred and no/100 (\$3,300) Dollars per acre of Unusable Land.

(d) In the event the Option is exercised within Year 4 of execution of the Option, the purchase price shall be Fifteen Thousand and no/100 (\$15,000) Dollars per acre of Usable Land and Three Thousand Four Hundred Fifty and no/100 (\$3,450) Dollars per acre of Unusable Land.

(e) In the event the Option is exercised within Year 5 of execution of the Option, the purchase price shall be Fifteen Thousand Five Hundred and no/100 (\$15,500) Dollars per acre of Usable Land and Three Thousand Six Hundred and no/100 (\$3,600) Dollars per acre of Unusable Land.

The total acreage of the Property and the corresponding total Purchase Price shall be determined by the Survey to be obtained by the Optionee pursuant to the terms of Section 8 hereinafter. The Purchase Price will be calculated by multiplying the price per acre by the acreage determined to the nearest hundredth of an acre.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) easements for the installation or maintenance of public utilities (collectively, "**Permitted Exceptions**").

(b) Optionee shall, at Optionee's expense and within twelve (12) months of the date hereof, examine the title to the Property and shall give Optionor written notice of any objections which render Optionor's title less than fee simple marketable title (each a "**Title Objection**"). Optionor shall have until thirty (30) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections. If Optionor fails to satisfy any Title Objection, then, at the option of Optionee, Optionee may: (i) terminate this Agreement, in which event the Option Consideration shall be refunded to Optionee promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Optionor has to

cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee's initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Optionee) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Optionor to the satisfaction of the Optionee and Optionee's title insurer at Closing.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage or otherwise encumber the Property (except with obligations that can be paid at closing), or take any action or permit any happening that would interfere with the transaction contemplated by this Option, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Optionee's consent, which shall not be unreasonably withheld, conditioned, or delayed.

8. Survey.

(a) Optionee shall, within twelve (12) months of the date hereof, obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Optionor at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Optionor's attorney at least fifteen (15) days prior to Closing. Said survey shall include wetlands acreage, flood plain acreage and recorded easement acreage.

(b) Optionee shall, within twelve (12) months of the date hereof give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Optionor shall, within ten (10) days after Optionor has received notice, elect by written notice to Optionee to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. The failure of Optionor to give Optionee notice of Optionor's selection to either correct such objection or decline to correct such objection shall be deemed to be an election to decline to correct such objection. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have ten (10) days after receipt of Optionor's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) terminate this Agreement and receive a refund of the Option Consideration. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property, all at Optionee's expense (collectively, the "**Optionee Due Diligence Materials**"); provided, however, that such activities by or on behalf of Optionee shall not damage the Property and shall not materially interfere with Optionor's normal

ownership activities conducted on or from the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Optionor will not be required to return the Option Consideration until all Optionee Due Diligence Materials have been delivered to the Optionor. Notwithstanding the foregoing, Optionee will raise any objections with respect to the condition of the Property within twelve (12) months of the Effective Date.

(b) Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months, and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Optionor is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Optionor cannot give such affidavit, then Optionee will withhold the amount required by such statute and remit same to the South Carolina Department of Revenue); (vi) either (1) a certificate of tax compliance from the South Carolina Department of Revenue, or (2) an affidavit in form and content acceptable to Optionee and Optionee's title insurance company that the Property does not constitute a majority of the assets of Optionor; and (vii) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay Optionor's attorneys' fees, the commission of any broker involved in the sale of the Property, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina, except those specifically required from Optionee below.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee, including without limitation the transfer fees associated with the recording of the limited warranty deed.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That, on the Closing Date, Optionor shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(v) That to the best of Optionor's knowledge, information, and belief, without duty of inquiry, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Optionor has received no notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Optionor's knowledge, information and belief, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(vii) That to the best of Optionor's knowledge, information and belief, there is no condition on the property that is in violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property.

(ix) Optionor does not have any knowledge of any significant adverse fact or condition relating to the Property, which is not a matter of record or has not been specifically disclosed in writing by Optionor to Optionee.

(x) Optionor has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Optionor has no knowledge of any such violations. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(b) Optionor agrees to indemnify, defend and hold harmless Optionee from and against any and all claims or losses related to the presence of hazardous substances or wastes on or at the Property or migrating from the Property at any time prior to or on the Closing Date or for any condition of the Property subject to regulation under any statute, ordinance or regulation for the protection of human health or the environment that is on the Property on the Closing Date. This indemnity shall survive the consummation of the purchase and sale of the Property on the Closing Date.

(c) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arise to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, the Option Consideration shall be retained by Optionor as full liquidated damages for such default. The parties acknowledge that Optionor's actual damages in the event of a default by Optionee under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Option Consideration shall be the sole and exclusive remedy of Optionor by reason of a default by Optionee under this Agreement, and Optionor hereby waives and releases any right to sue Optionee, and hereby covenants not to sue Optionee, for specific performance of this Agreement or to prove that Optionor's actual damages exceed the amount which is herein provided to Optionor as full liquidated damages.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, then Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Optionor in violation of

its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may be assigned by Optionee, , with notice of Assignment in writing to Optionor.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Optionor warrants and represents to the Optionee that Optionor will be responsible for all brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionor shall and does hereby indemnify, defend and hold harmless Optionee from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionor: _____

With a copy to: NAI Avant Attn: Tom Milliken
PO Box 2267
Columbia, SC 29202
Phone: 803-744-9837

Optionee: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray Jones
Phone (803) 255.8000

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Optionor Right to Sell Property; Optionee Right of First Refusal. Notwithstanding any provision herein to the contrary, if Optionor receives from a third party during the term of this Agreement a written expression of interest (e.g. a letter, binding, partially binding or non-binding letter of intent, offer to purchase or draft contract, lease or other agreement) which is in all material respects acceptable to Optionor outlining the primary business terms on which such third party proposes to purchase or otherwise directly or indirectly acquire the Property or any portion thereof (a "**Proposal**"), then Optionor shall first offer in writing to sell the portion of the Property covered by the Proposal to Optionee. Optionor shall promptly notify Optionee in writing of the existence of the relevant Proposal (and of Optionor's willingness to accept same), and such notification from Optionor to Optionee shall also identify all material economic terms and conditions provided for in the Proposal including the identity of the prospective third party transferee. Optionee shall have forty-five (45) days after such notification is received by Optionee from Optionor to elect (by so notifying Optionor in writing) to purchase the Property encompassed by the relevant Proposal. The purchase price, shall be equal to the purchase price set forth in the Proposal. If Optionee fails to notify Optionor in writing of Optionee's acceptance of the offer within the period set forth above, then the offer shall be deemed conclusively rejected by Optionee. If Optionee does not elect to purchase the Property

pursuant to a Proposal, Optionor may proceed to sell the Property on the exact terms set forth in the Proposal, provided this Agreement shall remain in effect until the closing of the sale pursuant to the Proposal. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor agrees to reimburse Optionee for all actual costs incurred by Optionee in connection with its investigation of the Property, including without limitation all costs paid for Optionee Due Diligence Materials and all attorney's fees actually incurred. The reimbursement obligation of Optionor under this provision shall not exceed Fifty Thousand and no/100 dollars (\$50,000.00). Upon receipt of payment for all Optionee Due Diligence Materials, Optionee shall deliver the Optionee Due Diligence Materials to Optionor. Optionor shall have the right to provide all such Optionee Due Diligence Materials to the third party purchaser under the Proposal.

28. 1031 Exchange. Optionor may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Optionee shall cooperate in effecting Optionor's exchange. Optionor will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all other expenses and risks necessary to accomplish the exchange. Optionor's exchange shall be accomplished through a qualified intermediary, Escrow Agent, exchange agent or similar third party. Optionor's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.

Signature page to follow.

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this ____ day of _____, 2015.

WITNESSES:

OPTIONEE:

Richland County, South Carolina

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this ____ day of _____, 2015.

OPTIONOR:

Ronald F. Boozer, Sr.

Barbara B. Mann

Ronald F. Boozer, Jr.

Bevan B. Byrd

Ronda B. McNeely

Stephen Shane Boozer

Kayla N. Boozer

Deborah Mann Gunter

Ronald Stephen Mann, Jr.

Una B. Fairhart

Edward L. Baker, III

John A. Baker

Courtney D. Fore

David J. Morgan

Jessica M. Gable

R. Blake Pack

Brittany A. Pack

Bevan B. Byrd as Custodian for Baileigh M. Byrd

Ronda B. McNeely as Custodian for Colby B. McNeely

Ronald F. Boozer, Jr., as Custodian for Ronald F. Boozer,
III

Ronald F. Boozer, Jr., as Custodian for Hannah M. Boozer

Autumn F. Lindler

Jerisann N. Boozer

Stephen Shane Boozer as Custodian for Ashley Taylor
Boozer

Jessica D. Fairhart

Una B. Fairhart as Custodian for Joshua D. Fairhart

Una B. Fairhart as Custodian for Jennifer J. Fairhart

Allison A. Baker

Edward L. Baker, III as Custodian for Amanda J. Baker

Edward L. Baker, III as Custodian for Emily L. Baker

John A. Baker as Custodian for Thomas D.A. Baker

Brittney Gunter

Kyle Gunter

Amber Gunter

B2 Trust

By: _____
Sylvia B. Brannon as Trustee

By: _____
Stanford W. Boozer, Jr., as Trustee

By: _____
Barbara B. Mann as Trustee

Exhibit "A"

See Attached Map

Exhibit “B”

**Agency Relationships
in South Carolina**

The SC Real Estate License Law, in Section 40-57-139 (A) (1) and (2), requires a real estate licensee to provide you this brochure and a meaningful explanation of agency relationships offered by the licensee’s Company. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate Company. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the Company and not with the associated licensee.**

A real estate Company and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the Company. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

**Now You Are a
Customer of the Company**

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers:

- Present all offers in a timely manner
- Account for money or other property received on your behalf
- Provide an explanation of the scope of services to be provided
- Be fair and honest and provide accurate information
- Disclose “adverse material facts” about the property or the transaction which are within the licensee’s knowledge

Unless or until you enter into a written agreement with the Company for agency representation, you are considered a “Customer” of the Company, and the Company will not act as your agent. As a Customer, you should not expect the Company or its licensees to promote your best interest, or to keep your bargaining information confidential.

Customer service does not require a written agreement; therefore, you are not committed to the Company in any way.

You Can Become a Client

Clients receive more services than customers. If client status is offered by the real estate Company, you can become a client by entering into a written agency agreement requiring the Company and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this brochure in a timely manner.

A seller becomes a client of a real estate company by signing a formal listing agreement with the Company. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the Company which becomes the agent for the seller.

A buyer becomes a client of a real estate company by signing a formal buyer agency agreement with the Company. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the Company which becomes the agent for the buyer.

If you enter into a written agency agreement with the Company as a Client, you can expect the real estate licensee to provide the following client-level services:

- Obedience
- Loyalty
- Disclosure
- Confidentiality
- Accounting
- Reasonable care and skill

Client-level services also include advice and assistance in negotiations.

Single Agency

When the Company represents only one party in the same transaction (the seller or the buyer), this is called single agency.

Dual Agency

Dual Agency exists when the real estate licensee has two clients in one transaction – a seller client and a buyer client.

At the time you sign an agency agreement with the Company, you may be asked to acknowledge whether you consider giving written consent allowing the Company to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the Company’s representation duties are limited because both the buyer and seller have recognized conflicts of interest. Both clients’ interests are represented.

Company. *As a disclosed dual agent, the Company and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell.* Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the Company's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to designate a representative for you and one for the other client in a designated agency.

Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

What to Look For in Any Agreement

When you choose client-level service, your written Agency Agreement or your agent should answer these questions:

- Can I work with other Companies during the time of the Agreement?
- What will happen if I buy or sell on my own without the agent?
- When will this agreement expire?
- How will the Company be paid for its services?

- Does this Company represent both buyers and sellers as clients?
- If so, what are the choices if two clients become involved in one transaction?
- What duties will the Company continue to provide me after the transaction is completed?

If you plan to become a client of a Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. **Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.**

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

The choice of services belongs to you—the South Carolina real estate consumer.

This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

Agency Disclosure Brochure

Agency Relations in Real Estate



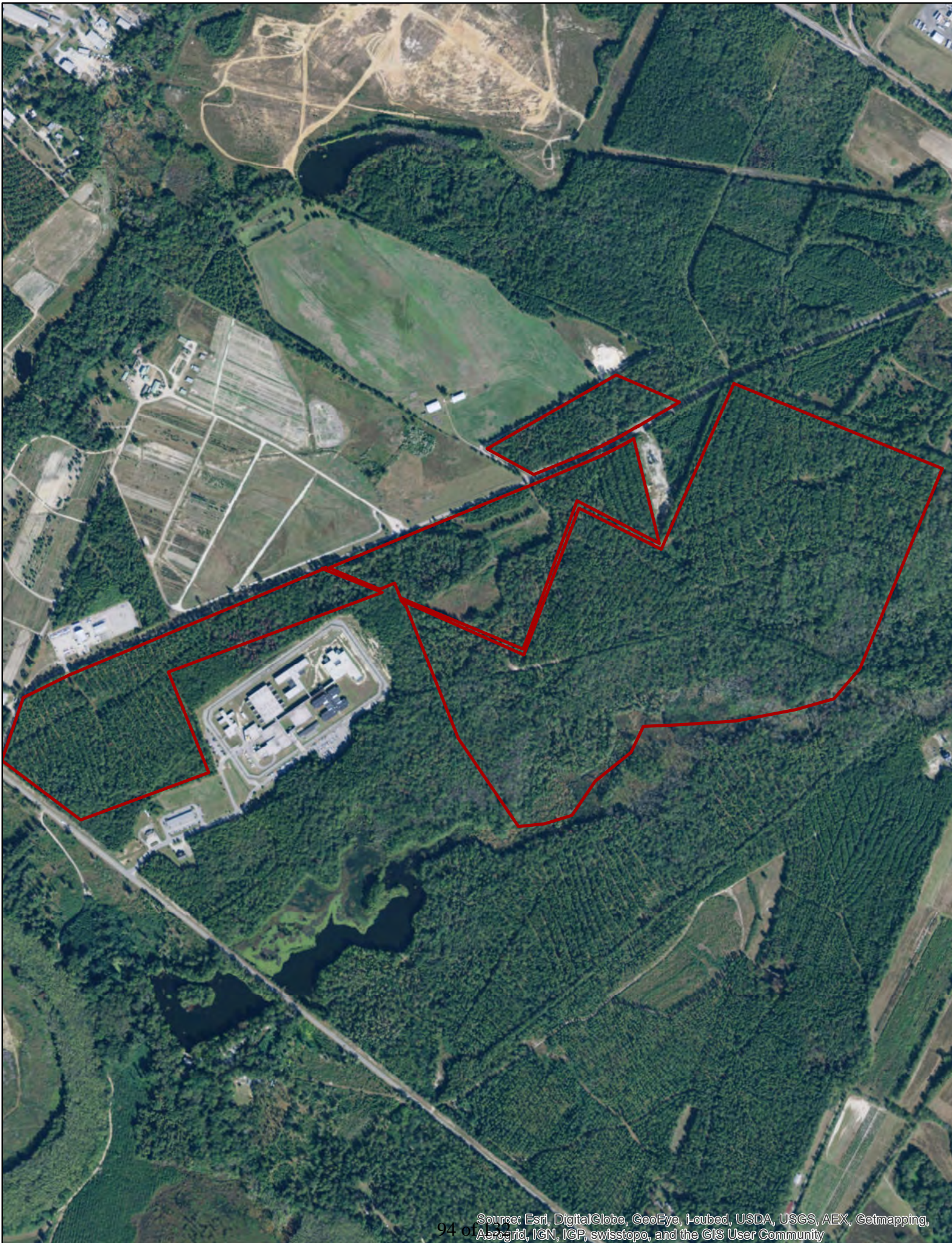
South Carolina Department of
Labor, Licensing and
Regulation

South Carolina Real Estate
Commission

PO Box 11847
Synergy Business Park, King
110 Centerview Dr., S
Columbia, SC 299

Telephone: (803) 896-4
Fax: (803) 896-4

www.llr.state.sc.us/Pol/RealEst



AGREEMENT REGARDING POST-CLOSING OCCUPANCY

THIS AGREEMENT (the “*Agreement*”) is made and entered into as of the _____ day of July, 2015 (“*Effective Date*”), by and between **LONGBRANCH FARM, INC.**, a South Carolina corporation (“*Longbranch*”) and **RICHLAND COUNTY, SOUTH CAROLINA** (“*Richland*”).

Recitals

A. Pursuant to that certain Limited Warranty Deed from Longbranch to Richland dated January 20, 2015 (the “*Closing Date*”), and recorded in the Office of the Register of Deeds for Richland County in Book 2001 at Page 55 (the “*Deed*”), Longbranch conveyed to Richland the real property more particularly described in the Deed (the “*Property*”).

B. Pursuant to general terms set forth in that certain Option Agreement between the parties dated February 19, 2013, Longbranch has been occupying the Property for limited purposes on a post-closing basis.

C. The parties desire to enter into this Agreement to set forth more specific terms regarding the continued occupancy of the Property by Longbranch on a limited basis.

NOW THEREFORE, In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Post-Closing Possession. Subject to the following terms and conditions, Richland hereby grants to Longbranch a temporary license to occupy the Property for the purpose of continuing the activities of Longbranch conducted after the Closing Date but prior to the Effective Date, with such grant by Richland being conditioned on:

a. Clearing of Property. Prior to the Occupancy Termination Date (as defined in Section 2 below), Longbranch shall continue to mow and otherwise remove vegetation on the Property and remove existing trash from the Property.

b. Obligation to Vacate. Notwithstanding any provision in this Agreement to the contrary, including without limitation the Occupancy Termination Date below, upon receipt of written notice to vacate the Property from Richland, Longbranch shall vacate the Property, removing all property of Longbranch, within thirty (30) days of receipt of such notice.

2. Termination. In the event that Longbranch has not vacated the Property prior to December 31, 2015 (the “*Occupancy Termination Date*”), including in accordance with the terms of Section 1.b above, Longbranch shall vacate the Property and remove all of its personal property therefrom, and satisfy all obligations under Section 1.b above, no later than the Occupancy Termination Date. Longbranch shall have no rights with respect to the Property, or any personal property of Longbranch remaining on the Property, after the Occupancy Termination Date.

3. Insurance. Throughout the term of this Agreement, Longbranch shall maintain, at its expense, comprehensive general public liability insurance, which shall include coverage for personal liability, contractual liability, bodily injury (including death) and property damage all on an occurrence basis with respect to the business carried on, from the Property and Longbranch's use and occupancy of the Property in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Richland shall be designated as an additional insured on such policy, with a certificate evidencing such policy being delivered to Richland prior to the date of this Agreement.

4. Assignment. This Agreement may not be assigned by Longbranch to any third party without the consent of Richland, which may be withheld by Richland in its sole and absolute discretion.

5. Binding on Heirs and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6. Entire Agreement. It is understood and agreed that this Agreement constitutes the entire agreement of the parties with respect to the possession of the Property by Longbranch, all prior or contemporaneous agreements and representations, whether oral or written, being merged herein and superseded hereby, and neither party shall rely upon any statement or representation made by the other not embodied in this Agreement.

7. Modification. This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by Richland and Longbranch.

8. Severability. In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect.

9. Time of Essence. Time is of the essence to the parties with respect to this Agreement and closing of the sale provided for herein.

10. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Richland County, South Carolina

By: _____
Name: _____
Title: _____

Longbranch Farm, Inc., a South Carolina corporation

By: _____
R.C. McEntire, Jr., President



EMPLOYEE GRIEVANCE COMMITTEE APPLICATION

Name: Tonian Harris Davis
Home Address: 451 Grand Tower Lane
Telephone: (home) (803) 609-1207 (work) (803) 576-3373
Office Address: 1701 Main St. Suite 205 Columbia, SC 29201
Email Address: tonian_davis@aff.net
Davis T2@rcgov.us

Educational Background: B.S. in Criminal Justice
Professional Background: Former (Lt.) at ASGDC / Current Information Clerk

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

Name of Committee in which interested: Grievance Committee

Reason for interest: To give someone an unbiased ear.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Trust worthy, honest and dedicated.

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 20 to 25 Hours

CONFLICT OF INTEREST POLICY

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

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

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

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

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

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

Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: _____


Applicant's Signature

8/21/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: rccoco@rcgov.us
For more information call (803) 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

2



EMPLOYEE GRIEVANCE COMMITTEE APPLICATION

Name: Kecia D. Lara
Home Address: 3812 Webb Court, Columbia, SC 29204
Telephone: (home) (803) 786-4186 (work) (803) 576-2148
Office Address: 2020 Hampton Street, Columbia SC 29204
Email Address: Larak@rcgov.us
Educational Background: MBA-Finance
Professional Background: Accounting, Building Inspections and Property Maintenance
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Grievance
Reason for interest: I want to make a personal contribution to the County.

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

Working in the Ombudsmans Office and Property Maintenance has taught me how to keep personal feelings separate when making professional decisions. My consistant goal is to be fair to all customers.

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

Any other information you wish to give? No

Recommended by Council Member(s): NONE

Hours willing to commit each month: The hours that are required.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

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

Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: _____


Applicant's Signature

August 21, 2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: recoco@rcgov.us
For more information call (803) 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

2



EMPLOYEE GRIEVANCE COMMITTEE APPLICATION

Name: TYNIKA N LEGETTE

Home Address: 1568 RABON FARM LANE

Telephone: (home) 803-665-1899 (work) 803-576-3246

Office Address: 201 JOHN MARK DIAL DRIVE

Email Address: LEGETTET@RCGOV.US

Educational Background: 2 years of college

Professional Background: 13 years Correctional Officer

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

Name of Committee in which interested: EMPLOYEE GRIEVANCE COMMITTEE

Reason for interest: I have 13 years of experience with the county. I have carried the role as a Detention Supervisor for 8 years.
I feel my experience and training skills will be effective on the grievance committee.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
CERTIFICATES OF TRAINING ON LEADERSHIP SKILLS, ADVANCE SUPERVISORY SKILL TRAINING, SCCJA CERTIFICATION,
disciplined, intelligent, self confident, trust worthy

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

Any other information you wish to give? EMPLOYEE WITH THE COUNTY FOR 13 YEARS

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

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

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

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

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

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

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

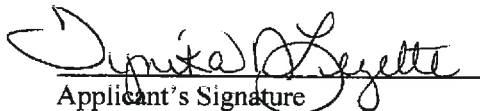
Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: _____


Applicant's Signature

8-7-2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: rccoco@rcgov.us
For more information call (803) 576-2060.

One form must be submitted for each Committee, Board or Commission **on which you wish to serve.**

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



EMPLOYEE GRIEVANCE COMMITTEE APPLICATION

Name: MATTHEW PERKINS

Home Address: 105 Lake Dogwood Circle South Eastover S.C. 29044

Telephone: (home) 803-353-3650 (work) 803-576-1725

Office Address: 170 Main Street

Email Address: MATTHEWPERKINS19@aol.com / perkinsm@RC.gov.us

Educational Background: 4 years college

Professional Background: factory and professional

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

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: personal growth and understanding, to be a part of a committee that promotes fairness to all regardless of Race or gender.

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

Commission: Team leader, self motivated, love people, lead by example Board of directors PCR Eastover, Board of Directors RC CASA

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

Any other information you wish to give? would consider it a pleasure to serve

Recommended by Council Member(s): Kevin Washington

Hours willing to commit each month: open

CONFLICT OF INTEREST POLICY

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

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

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

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

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

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

Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: ? I work at Richland County CASA.

Matthew Perkins
Applicant's Signature

8/12/2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: rcoco@rcgov.us
For more information call (803) 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



EMPLOYEE GRIEVANCE COMMITTEE APPLICATION

Name: Betty A. Etheredge
Home Address: 264 Nurnberg Dr., Batesburg-Leesville, SC 29070
Telephone: (home) 803-657-7515 (work) 803-576-2161
Office Address: 2020 Hampton Street, Columbia, SC 29204
Email Address: etheredgeb@rcgov.us; bethyaeth@comporium.net
Educational Background: Associater in Art Art Institute of Atlanta
Professional Background: 15 yrs. CMC06 12 1/2 Richland County

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

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: Have served for 9 yrs., learn a lot about the county and how it operates in all departments

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

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

Any other information you wish to give? _____

Recommended by Council Member(s): Bill Malinowski

Hours willing to commit each month: 4-6

CONFLICT OF INTEREST POLICY

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

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

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

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

Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No

If so, describe: _____

Betty DeHenz Aug. 20, 2015
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: rcoco@regov.us
For more information call (803) 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

CMRTA Board Terms Proposed Motion:

I move that the three Richland County appointees to the CMRTA Board continue to serve with the 1, 2, and 3 year terms assigned alphabetically; therefore, Mac Bennett will serve the one year time, Jennifer Harding will serve the two year term, and Kelvin Washington will serve the three year term. Thereafter, all appointees shall each serve a three year term. If approved, this action will be contingent on similar acting being taken by the City of Columbia regarding its appointees.



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

Council Actions Report

**Regular Session Council Meeting
May 19, 2015
6:00PM**

Call to Order: Rush

Invocation: Pearce

Pledge of Allegiance: Pearce

Presentation of Resolutions

- a. **Building Safety Month Proclamation:** Mr. Rush presented a Proclamation to Donny Phipps, Director – Building Inspections, recognizing May 2015 as Building Safety Month.

Approval of Minutes

- a. **Regular Session: May 5, 2015:** Approved as published.

Adoption of Agenda: Adopted as amended. The Greene Street Phase I Utility Relocation Contingency was added to the agenda as item 22e.

Report of the Attorney for Executive Sessions Items

- a. **Richland County Library Lease**

Citizen's Input: No one spoke.

Report of the County Administrator: Mr. McDonald reminded Council of the upcoming final Budget Work Session and the Budget Public Hearing on Thursday, May 21, 2015 at 4:00PM and 6PM, respectively. Also, Mr. McDonald reminded Council that the items for the budget motion list are due by the close of business on Friday, May 22, 2015.

Report of the Clerk of Council: Ms. McDaniels reminded Council of the upcoming Public Works Luncheon on Wednesday, May 20, 2015 at 11:30AM.

Report of the Chairman



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Therefore, it is recommended that the committee review the current policies/procedures for any additional input/changes: Council voted to make no changes to the current procedures being used by Council. **ACTION: CLERK OF COUNCIL**

1. **Allow members to electronically participate during executive session**
– This item was held in committee pending a legal opinion.

iii. BOARD TERMS:

1. **Richland County Boards, Commissions, and Committees:** This item was held in Committee. **ACTION: CLERK OF COUNCIL**
2. **Richland County Boards, Commissions and Committees that have been dissolved:** This item was held in Committee. **ACTION: CLERK OF COUNCIL**
3. **MOTION: Move that the terms of Board members to the Lexington Richland Alcohol & Drug Commission [LRADAC] be changed from "two, three year terms" to "three, three year terms" so that Richland County appointees have the same opportunities for extended service on this board as Lexington County appointees are currently allowed [PEARCE]:** This item was held in Committee. **ACTION: CLERK OF COUNCIL**

6. Other Items

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

- i. **Riverbanks Zoo Project: Bridge Construction over Railroad – Contractor Quote:** Council directed staff to work with the Riverbanks Zoo (Zoo) to approach the contractor currently working at the Zoo for a price quote to construct the bridge as a change order. If the construction price quote is reasonable as it relates to the engineer's estimate, then staff will bring this item back to Council, along with the SLBE participation percentage for Council's consideration. The vote to reconsider failed. **ACTION: TRANSPORTATION, LEGAL, PROCUREMENT, FINANCE**
- ii. **Bluff Road Widening Project: Partnering Opportunity with Central Midlands Council of Governments (CMCOG) and County Transportation Committee (CTC):** Council directed staff to move forward in partnering with

Riverbanks Zoo Pedestrian Bridge Project



Pedestrian crossing of at-grade railroad - Riverbanks Zoo



Pedestrian crossing of at-grade railroad - Riverbanks Zoo



Pedestrian crossing of at-grade railroad - Riverbanks Zoo



**SMALL LOCAL BUSINESS ENTERPRISE
GOAL SETTING METHODOLOGY**

RICHLAND COUNTY, SC

**RIVERBANKS ZOO & GARDEN
PEDESTRIAN BRIDGE PROJECT**

**Prepared for
Richland County, SC**

**By
Comprehensive Business Consultants, LLC**



June 3, 2015

This document contains confidential information that is intended for use by the Richland County Office of Procurement & Contracting. Disclosing, copying, distributing, or taking any action in reliance on the content of the data/information is strictly prohibited without permission of CBC.

**PENNY SALES TAX PROJECT
(Richland County)**

RIVERBANKS ZOO & GARDEN PEDESTRIAN BRIDGE PROJECT

DETERMINATION OF PROPOSED SLBE GOAL

INTRODUCTION:

Comprehensive Business Consultants, LLC (CBC) has developed a contract goal methodology for use in establishing the project specific Small Local Business Enterprise (SLBE) goal for the Riverbanks Zoo and Garden Pedestrian Bridge Project.

CBC utilized the Richland County Office of Small Business Opportunity SLBE directory; the South Carolina Department of Transportation (SCDOT) list of pre-qualified bidders; Census Bureau Data; association membership lists; business commerce, and other data as a basis for determining the number of SLBEs in the current market area that might be available or ready, willing and able to perform the work/services required in the respective Trade Areas per NAICS codes that has been established for the project.

THE PROJECT:

The Riverbanks Zoo and Garden Pedestrian Bridge Project is designed to allow for a pedestrian bridge including an elevator to be constructed over a CSX railroad. The Total Estimated Cost of Construction of the Riverbanks Zoo and Garden Pedestrian Bridge Project is \$2,345,066.00 (i.e., Trade Areas/Type of work - \$1,765,672.00; plus Other costs - \$579,394.00 - i.e. general conditions, overhead, profit, design contingency, escalation, bonds, insurance and general allowance). The Project will be added to an existing contract by change order. Richland County will fund the cost of construction at a level of 100-percent.

THE SLBE GOAL:

1. The Engineer's Estimate was reviewed and cross-referenced with the various trade areas/types of construction work items included in the Richland County SLBE Directory to determine what types of work/bid items may be available to be performed by certified RC SLBE contractors.

2. CBC prepared a list of the types of work/bid items included in the Engineer's Estimate; including a tabulation of the total dollar amount that may be available as subcontract opportunities for SLBEs certified by the RC-OSBO.
3. The following is a list of the Trade Areas/Type of Work that include opportunities for certified RC-SLBEs (based upon firms listed in the SLBE directory); and an estimate of the amount/value of work to be performed by SLBEs (based upon a weighted percentage of available Contractors to SLBEs).
4. The Total Weighted Percent of the work/services available as subcontract opportunities for SLBEs certified by RC OSBE is estimated to be 21.1-percent.

Trade Areas/Type of Work	Estimated Amount
a) SITEWORK	
1. Excavation	\$ 67,762.80
2. Landscaping	\$ 25,000.00
b) CONCRETE	\$ 101,921.00
c) MASONRY	\$ 48,798.30
d) WOOD & PLASTIC	\$ 13,242.85
e) THERMAL & MOISTURE PROTECTION	\$ 36,291.09
f) ELECTRICAL	\$102,501.96
g) SPECIAL CONSTRUCTION	
1. Pedestrian Bridge	\$ 98,800.00
TOTAL:	\$ 494,318.00

5. The Total Estimated Amount or Value of Work/Services on the Riverbanks Zoo and Garden Pedestrian Bridge Project that will be available or present as opportunities for certified SLBEs with OSBO is \$494,318.00.

6. The proposed SLBE Goal based upon the Total Estimated Contract Amount of \$2,345,066.00 and the Total Estimated Value of Work/Services available for certified SLBEs (\$494,318.00) is estimated to be 21.1-percent ($\$494,318.00/\$2,345,066.00$).

RECOMMENDATION:

It is recommended, therefore, that the SLBE Goal for the Riverbanks Zoo and Garden Pedestrian Bridge Project be established at 20.0%.

Richland County SLBE Goal

Project Name:

Riverbanks Zoo and Garden Pedestrian Bridge Project

Estimated Contract Amount:

\$ 2,345,066.00

Contract Start/Finish Dates:

No	Trade Areas/Type of Work	Estimated Amount	Percent SLBEs	SLBE Est. Amount	Comments
1	Sitework	\$ 112,938.00	60%	\$ 67,762.80	
2	Concrete	\$ 203,842.00	50%	\$ 101,921.00	
3	Masonry	\$ 168,270.00	29%	\$ 48,798.30	
4	Metal	\$ 258,235.00	0%	\$ -	
5	Wood/Plastic	\$ 45,665.00	29%	\$ 13,242.85	
6	Thermal/Moisture (Roof)	\$ 109,973.00	33%	\$ 36,291.09	
7	Doors & Windows	\$ 55,612.00	0%	\$ -	
8	Finishes	\$ -		\$ -	
9	Specialities	\$ -		\$ -	
10	Equipment	\$ -		\$ -	
11	Furnishings	\$ -		\$ -	
12	Spec Construction/Ped Brg	\$ 260,000.00	38%	\$ 98,800.00	
13	Conveying	\$ 270,500.00	0%	\$ -	
14	Mechanical	\$ 77,650.00	0%	\$ -	
15	Electrical	\$ 152,988.00	67%	\$ 102,501.96	
16	Landscaping	\$ 50,000.00	50%	\$ 25,000.00	
17					
18					
19					
20					
21					
22					
23					
24					
	Grand Total	\$ 1,765,673.00	N/A	\$ 494,318.00	

SLBE Goal (based upon Estimated Amount) is \$494,318/\$2,345,066=21.1% (Use 20%)



Our Passion is Building™

Rodgers Builders, Inc.
PO Box 18446 (28218)
5701 North Sharon Amity Road
Charlotte, NC 28215

rodgersbuilders.com
704 537 6044 TELEPHONE
704 535 0055 FAX

August 24, 2015

RE: Riverbanks Zoo and Garden – Pedestrian Bridge
SLBE Contracting Opportunities - Project Outreach Activities

Below is an outline of outreach activities that have taken place for the Riverbanks Zoo and Garden project to date:

- **June 3, 2015** – Project outreach held, met with Richland County's SLBE Coordinator (Gloria Tanner-Comprehensive Business Consultants – CBC) and SLBE contractors to discuss Riverbanks Zoo and Garden – Pedestrian Bridge Project. A project overview, request for prequalification, accessing plans via online plan room and a June 10, 2015 prequalification and bid acceptance date were discussed during this meeting. The 21% SLBE goal was also established during this meeting.
- **June 4, 2015** – Emailed SLBE contractors and advised plans were available for review and pricing on our online plan room.
- **June 8, 2015** – Emailed SLBE contractors a reminder of the June 10th prequalification and bid date.
- **July 13, 2015** – Letter sent by Ms. Tanner (CBC) regarding Rodgers' evaluation of proposals provided by SLBE Contractors.
- **July 14, 2015** – It was determined to extend the prequalification and bid date an additional to July 27, 2015 to provide additional time for interested SLBE potential bidders to prepare their prequalification package and corresponding bid proposals.
- **July 24, 2015** – JC spoke with Ms. Tanner (CBC) via phone to discuss SLBE feedback with their preparation and submission of prequalifications and bids. It was determined to extend the prequalification and bid acceptance date to August 10, 2015 to provide additional time for interested SLBE potential bidders to prepare their prequalification package and corresponding bid proposals.
- **July 27, 2015** – Emailed SLBE contractors to advise the prequalification and bid date had been extended to August 10, 2015.

- **August 6, 2015** – Received email from Ms. Tanner (CBC) asking Rodgers to reconsider the prequalification requirement on this project and to extend the receipt of bids to August 13, 2015.
- **August 7, 2015** – It was determined to extend the bid acceptance date to August 13, 2015. The prequalification requirement was still a requirement of this project. Prequalification requirement was modified to include a 2-year OSHA log requirement in lieu of 3-year OSHA log requirement.
- **August 10, 2015** – Emailed SLBE contractors to advise the bid date had been extended to August 13, 2015.
- **August 10, 2015** – Received bid from Corley Construction, LLC (Site Contractor). Efforts have been made for Corley to work directly with our current site contractor to participate on the project based on their quoted scope and amount.
- **August 13, 2015** – Last established date for receipt of potential bids.
- **August 13, 2015** – Contacted Ms. Tanner (CBC) to determine what the next steps of action were with regards to SLBE participation. It is my understanding, Rodgers will prepare our proposal for review by the Riverbanks Zoo and Richland County. A determination will be made as to how the project will move forward.

August 31, 2015

RE: Riverbanks Zoo and Garden – Pedestrian Bridge
SLBE Contracting Opportunities – SLBE Contact List

Below is a list of Small, Local Business Enterprises Rodgers contacted with regards to the above referenced project. The list below was compiled from the contracting resources provided from the Richland County Small Local Business Enterprise directory. The contractors below were contacted via phone on August 6, 2015. Follow up phone calls were made on August 10, 2015 to interested contractors.

- 1 Manoutfit & Helpers, LLC,
Contact: Mr. Tracy Todd
- Armstrong Contractors, LLC,
Contact: Mr. Michael Armstrong
- CARBRA Construction and Design, LLC
Contact: Ms. Betty Price
- CMB Cleaning, LLC
Contact: Mr. Cedrick Barnes, Sr.
- Construction Support Services
Contact: Mr. Jay S. Joshi
- Corely Construction, LLC
Contact: Mr. Todd Corley
- Elite Concrete Contracting, LLC
Contact: Mr. Edgar Pena
- Farmer Construction, LLC
Contact: Mr. Willie Farmer
- LJ Holiday
Contact: Ms. Lillian Joy Holiday
- LLE Construction Group, LLC
Contact: Ms. Lasenta Lewis-Ellis
- Master Building Construction, Inc.
Contact: Ms. Marcella Sumter
- Metro-Dwellings
Contact: Mr. Kevin Giles
- M.L. Whittaker Hauling
Contact: Ms. Kirsten Whittaker
- Orion Construction Company, Inc.
Contact: Mr. Frank Mitchell
- Premier Constructors, Inc.
Contact: Mr. Freeman Bell
- Professional Residential Services, LLC
Contact: Ms. Wendy Jamison
- Southern Vistas, Inc.
Contact: Mr. Mark Schimmoeller
- Taylor Brothers Construction Co, Inc.
Contact: Mr. Robert Taylor
- The GreenWay Group, LLC
Contact: Mr. Sammie Taylor

Please let me know if you need any additional information.

Thank You.

ESTIMATE SUMMARY

**Riverbanks Zoo
Pedestrian Bridge and Plaza
Columbia, South Carolina
Guaranteed Maximum Price
August 24, 2015**

Bid Date: August 24, 2015

Building Area: n/a

BID PACKAGE	BIDDER	TOTAL
Bid Package 01A - General Conditions	Rodgers Estimate	\$262,122
Bid Package 02A - Complete Sitework	Showalter/Corley/Orian	\$172,750
Bid Package 02L - Landscape and Irrigation	N/A - By Owner	\$0
Bid Package 02B - Prefabricated Bridge	Contech / Superior Crane	\$270,477
Bid Package 03A - Complete Concrete Structures	Rodgers Concrete/Orian	\$321,151
Bid Package 04A - Masonry	Pyramid Masonry/Orian	\$250,000
Bid Package 05A - Structural and Misc. Steel	SteelFab	\$290,611
Bid Package 06B - Exposed Wood Structures	Cooper Contracting	\$174,968
Bid Package 07A - Roofing and Accessories	Baker Roofing	\$28,585
Bid Package 08A - Glass Assemblies	Golden Strip Glass	\$69,350
Bid Package 08B - Passage Door Assemblies	Cook & Boardman	\$6,148
Bid Package 09A - Laminate Panels	Spectrum	\$118,558
Bid Package 09F - Painting	Southern Painting	\$6,050
Bid Package 14A - Elevators and Escalators	ThyssenKrupp	\$323,200
Bid Package 15C - Plumbing Systems	Precision Plumbing	\$10,200
Bid Package 15D - HVAC	Columbia Cooling	\$40,652
Bid Package 16A - Electrical Systems	Carolina Power	\$262,184
SUBTOTAL		\$2,607,007
Building Permit / Plan Review	\$16,560.46	\$21,529
Builders Risk Insurance Quote		\$5,500
General Liability Insurance	0.90%	\$23,463
SUBTOTAL 1		\$2,657,498
Preconstruction Contingency	3.00%	\$79,411
Construction Contingency	3.00%	\$79,411
Design Contingency	0.00%	\$0
Owner's Contingency	0.00%	\$0
SUBTOTAL 2		\$2,816,320
Fee	2.25%	\$63,132
Bond	0.90%	\$23,463
TOTAL		\$2,902,915

Riverbanks Zoo Pedestrian Bridge

Current Estimated Total Cost of Work	\$2,902,915
Prefab bridge and steel costs	\$561,088
Elevator costs	\$323,200
Preconstruction / Construction Contingency	\$158,822
Building Permits/Plan Review	\$21,529
Estimated Balance of work cost	\$1,838,276
Estimated contract amounts of Orion Construction and Corley Construction	\$326,000
Estimated value balance of work cost as a %	17.7%

Mr. Satch Krantz
Executive Director
Riverbanks Zoo and Garden
P.O. Box 1060
Columbia, SC 29202-1060

ARCADIS
1650 Prudential Drive
DuPont Center
Suite 400
Jacksonville
Florida 32207
Tel 904.721.2991
Fax 904.861.2450
www.arcadis-us.com

Subject:

Preliminary Engineering Review for Riverbanks Zoo proposed Overhead Pedestrian Bridge in Columbia, Richland Co., SC, RRMP C 1.80-2.09 (approx.), Florence Division, CN&L Subdivision, near DOT No. 843290N, CSXT OP No. SC0303

RAIL RESOURCES

Documents Reviewed:

Riverbanks Zoo and Garden Pedestrian Bridge & Plaze DD Progress Set (27 sheets) dated 1/21/2015, received on January 30, 2015 and revised and Riverbanks Zoological Park and Botanical Gardens Pedestrian Bridge over CSXT Railroad Tracks (10 sheets) received on 3/9/2015.

Date:
March 16, 2015

Contact:
Joe Schofield

Dear Mr. Krantz:

Phone:
904.861.2898

ARCADIS has performed a preliminary engineering (PE) review of the Riverbanks Zoological Park and Botanical Garden ("Zoo") design materials to determine the project's compliance with CSXT requirements and impact to railroad property, infrastructure, and operations. We take no exception to the plans and offer general information below.

Email:
joseph.schofield@arcadis-us.com

- Construction equipment and materials shall not be stored on CSXT right-of-way. Additionally, equipment shall not be fueled, maintained, or repaired on CSXT right-of-way
- Flagging protection will be required when workers will be within CSXT right-of-way or if equipment has the potential of fouling the track. This horizontal dimension extends vertically to include all work overhead. The contractor should request flagging protection from the CSXT Roadmaster at least forty-five (45) days in advance. Contact information will be provided at the preconstruction conference.
- All CSXT facilities and any utilities found on CSXT right-of-way shall be protected throughout the project. Utility installations and modifications will require application to CSXT Corridor Occupancy Services. Additional information can be found at this URL: <http://www.csx.com/index.cfm/customers/non-freight-services/propertyreal-estate/permitting-utility-installations-and-rights-of-entry/>

Our ref:
NCCSXP14.01PE

Florida License Numbers

Engineering
EB00007917

Geology
GB564

Landscape Architecture
LC26000269

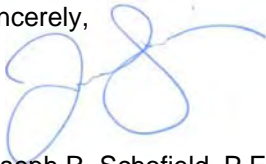
Surveying
LB7062

Imagine the result

- We recommend that the attached CSXT Construction Submission Criteria and Special Provisions are included in the project bid package. These documents outline requirements that will have cost impact for the winning contractor.

Feel free to contact me or Doug Spitznagel if you have questions or require additional information relating to the information provided above. A Construction Agreement and related cost estimate will be delivered separately.

Sincerely,



Joseph R. Schofield, P.E.
Project Manager

Copy:

Doug Spitznagel, Project Manager II – Public Projects
Richard Jackson, JCS Architects

Enclosures:

CSXT Construction Submission Criteria
CSXT Special Provisions for the Protection of Railroad interest

Richland County Council Request of Action

Subject: Curtiss – Wright Hangar

A. Purpose

To seek approval from Richland County Council of the recommendation from the Richland County Airport Commission regarding the sale, restoration, and redevelopment of the Curtiss-Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB).

B. Background / Discussion

Since the withdrawal of the CW Hangar Partners, LLC from the contract to sell the Curtiss-Wright Hangar (CWH) for restoration, redevelopment, and reuse, the Airport Director has been approached by five interested parties who have expressed some level of interest in the Hangar.

Each of these parties were given opportunities to brief the Airport Commission and present proposals for their restoration plan. Of these five parties, the Hangar Preservation Development, LLC group has been the only one to actively and effectively market the Hangar to potential tenants, identify a tenant, and enter into negotiations with Airport Staff.

The Hangar Preservation Development, LLC is built around Brennan Works, LLC, an accomplished Columbia-based Architectural and Construction firm which “provides full-service design, development, program management, modular technology consulting and construction administration on a wide range of public and private sector projects nationally and internationally.”

Joining the group also is Robert Lewis, Esquire who is a recognized expert in the field of historic structure restoration tax credits and was heavily involved in the restoration of the 701 Whaley Street meeting venue. He is also a Board member of the Historic Columbia Foundation.

The negotiator of the Historic Preservation Easement was Mr Michael Bedenbaugh of the Palmetto Trust for Historic Preservation. The Palmetto Trust is the “qualified entity” that will be the custodian of the easement and, working with the State Historic Preservation Office (SHPO), will ensure the proper restoration and maintenance of the Hangar.

The Contract for Sale and Purchase of Real Estate is nearly identical to the contract previously approved by the Council with the CW Hangar Partners, LLC in July, 2013. In this contract, however, the seller (Richland County) will be responsible for the Historic Preservation Easement and the associated costs (\$15,000). It is recommended that the cost of the easement be paid with the proceeds from the sale of the Hangar (\$176,000).

Another difference is that the period of “due diligence” is only 60-days (as opposed to 180-days under the previous contract). A copy of The Contract for Sale and Purchase of Real Estate is contained in enclosure (1).

The Historic Preservation Easement is the legal instrument by which the Hangar will be restored and perpetually maintained in a historically accurate appearance. It also ensures that, if an additional structure were to be added to the property, it will not detract from the appearance of the restored Hangar. A copy of The Historic Preservation Easement is contained in enclosure (2).

Finally, though not yet prepared, a condition of sale is the granting of an avigation easement to protect the airspace over the parcel from penetrations and resulting obstructions.

Both of the enclosed documents have been recommended for approval by the Airport Commission and subsequently reviewed by Richland County Administration and Legal Department staff.

C. Legislative / Chronological History

August 6, 2012 – RC Airport Commission votes to recommend to the RC Council to authorize negotiations for the sale and restoration of the Curtiss – Wright Hangar with the CW Hangar Partners, LLC.

July 10, 2013 – A Contract for the Sale and Purchase of Real Estate is executed by Richland County and CW Hangar Partners, LLC.

July 9, 2014 – CW Hangar Partners, LLC requests release from the contract.

August 19, 2015 – RC Airport Commission votes to recommend to the RC Council to approve the sale of the Curtiss – Wright Hangar to Hangar Preservation Development, LLC.

D. Financial Impact

The known financial impacts to the County and Airport are as listed below:

- ➔ The sale price, based on Fair Market (Appraised) Value as required by the FAA, will be \$176,000.
- ➔ The cost of the Historic Preservation Easement will be \$15,000.
- ➔ The net gain in revenue to the County will be \$161,000.
- ➔ All development costs and capital improvements to the Curtiss – Wright Hangar will be paid for by Hangar Preservation Development, LLC;
- ➔ Sale of the property to a private developer will provide revenue to the airport fund as well as return property to the tax rolls;

- ➔ Direct and indirect positive economic impact (development project costs, operational costs, and jobs created) will be realized as well.

E. Alternatives

The alternatives available to County Council follow:

1. Approve the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.
2. Disapprove the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.

F. Recommendation

It is recommended that Council Approve the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.

Recommended by:	Department:	Date:
Christopher S. Eversmann, PE, AAE	Airport	August 31, 2015

Enclosure: (1) Contract for the Sale and Purchase of Real Estate
(2) Historic Preservation Easement

G. Reviews

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

Finance

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

Procurement

Reviewed by: <u>Rodolfo Callwood</u>	Date:
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: Sara Salley
 Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

Legal

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

Date:
 Recommend Council denial

Administration

Reviewed by:
 Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AUTHORIZING A DEED TO HANGAR PRESERVATION DEVELOPMENT, LLC, FOR APPROXIMATELY 2.29 ACRES OF LAND, CONSTITUTING A PORTION OF RICHLAND COUNTY TMS # 13702-09-01A.

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 County of Richland and its employees and agents are hereby authorized to grant a deed to HANGAR PRESERVATION DEVELOPMENT, LLC, for certain real property known as a portion of Richland County TMS# 13702-09-01A and consisting of approximately 2.29 acres, as is more specifically described in Exhibit A, 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 _____ , 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION SIDRA NELSON 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 Sidra Nelson 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 her by the governing body of this County, including the enforcement of the County's business license 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, Sidra Nelson shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Sidra Nelson is no longer employed by Richland County to enforce the County's business license regulations.

ADOPTED THIS THE ___ DAY OF SEPTEMBER, 2015.

Torrey Rush, Chair
Richland County Council

Attest: _____
S. Monique McDaniels
Clerk of Council